

1 Lilit Tunyan (SBN 329351)
 2 ltunyan@tunyanlaw.com
 3 Artur Tunyan (SBN 349174)
 4 atunyan@tunyanlaw.com
 5 **TUNYAN LAW, APC**
 535 N. Brand Blvd., Suite 285
 Glendale, California 91203
 Telephone: (323) 410-5050

FILED
 Superior Court of California
 County of Los Angeles
10/27/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

6 Attorneys for Plaintiff WILLIAM MOJICA,
 7 as an individual and on behalf of all employees similarly situated

8
 9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 10 **FOR THE COUNTY OF LOS ANGELES**

11 WILLIAM MOJICA, as an individual and on
 12 behalf of all employees similarly situated,

13 Plaintiff,

14 v.

15 MILROSE CONSULTANTS, LLC, a
 16 Delaware Limited Liability Company;
 17 PERMIT ADVISORS, LLC; a Delaware
 18 Limited Liability Company; and DOES 1
 through 50, inclusive,

19 Defendants.

Case No. 25STCV24736

**Amended as a matter of right, pursuant to
 Labor Code Section 2699.3(a)(2)(c)**

FIRST AMENDED COMPLAINT

1. Failure to Pay All Wages and Sick Pay;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Failure to Keep Accurate Itemized Wage Statements;
5. Failure to Pay Wages and Vacation Pay Upon Termination of Employment;
6. Failure to Reimburse for Necessary Expenditures;
7. Unfair Business Practices; and
8. Violation of the Private Attorneys General Act, Labor Code sections 2698, *et seq*

DEMAND FOR JURY TRIAL

1 Plaintiff WILLIAM MOJICA (hereinafter referred to as “Plaintiff”) on behalf of himself
2 and all others similarly situated, as representative of the State of California and the Labor and
3 Workforce Development Agency (“LWDA”), based upon facts that either have evidentiary
4 support or are likely to have evidentiary support after a reasonable opportunity for further
5 investigation and discovery, complains and alleges as follows:

6 **INTRODUCTION**

7 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
8 represent (“Class” or “Class Members”). Class Members consist of all non-exempt, hourly-paid
9 employees currently and/or formerly employed by MILROSE CONSULTANTS, LLC and
10 PERMIT ADVISORS, LLC in the State of California and all non-exempt, hourly-paid employees
11 currently and/or formerly employed by MILROSE CONSULTANTS, LLC and PERMIT
12 ADVISORS, LLC misclassified as exempt employees during the Class Period. The term “Class
13 Period” is defined as four (4) years prior to the filing of this Complaint through the date final
14 judgment is entered. Plaintiff reserves the right to amend this Complaint to reflect a different
15 “Class Period” or “Class” as further discovery is conducted.

16 2. Plaintiff, individually and on behalf of the class he seeks to represent, seeks relief
17 against MILROSE CONSULTANTS, LLC and PERMIT ADVISORS, LLC (“Defendants”) for
18 Defendants’ failure to pay all wages due; failure to provide meal periods or compensation in lieu
19 thereof; failure to provide rest periods or compensation in lieu thereof; failure to provide accurate
20 itemized wage statements upon payment of wages; failure to reimburse for necessary
21 expenditures; failure to pay wages of terminated or resigned employees; failure to pay all accrued
22 vacation wages at termination; and failure to provide correct paid sick leave and provide accurate
23 sick leave amount balance.

24 3. Plaintiff seeks equitable remedies in the form of declaratory relief and injunctive
25 relief, and relief under Business and Professions Code Section 17200 et seq. for unfair business
26 practices.

27 4. At all relevant times herein, Defendants have consistently maintained and enforced
28 against Plaintiff and Class the following unlawful practices and policies:

- (a) willfully refusing to pay Plaintiff and Class for all hours worked;
- (b) willfully refusing to permit Plaintiff and Class from taking meal periods or compensation in lieu thereof;
- (c) willfully refusing to permit Plaintiff and Class from taking rest periods or compensation in lieu thereof;
- (d) willfully refusing to maintain accurate records and to furnish to Plaintiff and Class accurate itemized wage statements upon payment of wages;
- (e) willfully refusing to compensate certain members of the Class wages and accrued vacation due and owing at the time of Class Members' employment with Defendants ended;
- (f) willfully refusing to reimburse Plaintiff and Class for necessary expenditures; and
- (g) willfully refusing to provide correct paid sick leave and written notice of paid sick leave.

5. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and Class. Further, Defendants is responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

7. Plaintiff further brings this action as a representative of the State of California and the Labor and Workforce Development Agency ("LWDA") to recover civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Labor Code sections 2698, et seq., for violations of numerous Labor Code provisions, including, but not limited to, sections 201-

203, 204, 226, 226.7, 245-248.6, 227.3, 510, 512, 515, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802 as well as violations of the applicable Wage Order.

JURISDICTION AND VENUE

8. Venue is proper in this judicial district and in the County of Los Angeles, California because Defendants maintained their location and/or transacted business in this county, the obligations and liability arise in this and other counties, and work was performed by members of the proposed class made the subject of this action in this and other counties.

9. The wages, statutory penalties, monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, article VI, Section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

10. The California Superior Court has jurisdiction in the matter because the individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold for Federal Court and the five million dollars (\$5,000,000.00) aggregate jurisdictional threshold for Federal Court and, upon information and belief, Plaintiff and Defendants are residents of, domiciled in, or otherwise subject to jurisdiction in the State of California. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law including the Labor Code, Industrial Welfare Commission ("IWC") Wage Orders, the Code of Civil Procedure, the Rules of Court, and the Business and Professions Code.

THE PARTIES

A. Plaintiff

11. Plaintiff, at all relevant times herein, was Defendants' employee and was entitled to compensation for all hours worked, including regular time and overtime compensation, and penalties from Defendants. Plaintiff was employed by Defendants as an Assistant Project Manager, Project Manager and Senior Project Manager from May 24, 2021 to July 28, 2025, in Los Angeles County. On or about May 24, 2021, Plaintiff was hired as an Assistant Project Manager as a non-exempt, hourly employee. On or about May 21, 2022, Plaintiff was converted

1 to an exempt position titled “Project Manager”. On or about October 11, 2024, Plaintiff was
2 converted to an exempt position titled “Senior Project Manager”. Defendants misclassified
3 Plaintiff as an exempt employee.

4 **B. Defendants**

5 12. Plaintiff is informed and believes, and based thereon alleges, that Defendants are
6 limited liability companies doing business in California. On information and belief, Defendants
7 were and/or are the employers of Plaintiff and Class during the Class Period. Plaintiff also alleges
8 that Defendants are conducting business in good standing in California.

9 13. Plaintiff is ignorant of the true names, capacities, relationships and extent of
10 participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50,
11 inclusive, but on information and belief alleges that these Defendants are legally responsible for
12 the payment of overtime compensation, rest and meal period compensation, and wages to Plaintiff
13 and Class by virtue of their unlawful practices, and therefore sues these Defendants by such
14 fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of
15 each DOE Defendants when ascertained.

16 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendants
17 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
18 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants
19 are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as
20 the employer and/or joint employer of Plaintiff and Class.

21 15. Plaintiff is informed and believes, and based thereon alleges, that each Defendants
22 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
23 managing agent, and/or principal of the Defendants, and in performing the actions mentioned
24 below was acting, at least in part, within the course and scope of that authority as such agent,
25 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
26 permission and consent of the Defendants. Plaintiff also alleges the acts of each Defendants are
27 legally attributable to the other Defendants.

1 16. Plaintiff is informed and believes, and based thereon alleges, that each of the
2 Defendants sued herein was, at all times relevant hereto, the employer, owner, shareholder,
3 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
4 agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in
5 part, within the course and scope of such employment and agency, with the express and implied
6 permission, consent, and knowledge, approval and/or ratification of the other Defendants.

7 17. The above Defendants, managing agents, and supervisors aided, abetted,
8 condoned, permitted, approved, authorized and/or ratified the unlawful acts described herein.

9 **ADMINISTRATIVE PREREQUISITE**

10 18. On August 21, 2025, prior to filing this complaint, Plaintiff gave written notice by
11 electronically filing the notice with the Labor Workforce Development Agency (“LWDA”)
12 (LWDA Case No. LWDA-1120300-25), and by certified mail to Defendants of the specified
13 provisions alleged to have been violated, including the facts and theories to support the alleged
14 violations as required by Labor Code Section 2699.3.

15 19. A true and correct copy of Plaintiff’s letter sent to the LWDA dated August 21,
16 2025, is attached hereto as “**Exhibit A**”. As of the filing of this complaint, LWDA has not
17 responded to the written notice.

18 20. Under Labor Code Section 2699.3 subsection (a), a plaintiff may bring a cause
19 of action under PAGA only after giving notice to the Labor Workforce Development Agency
20 (“LWDA”) and the employer of the Labor Code Sections alleged to have been violated, and
21 after receiving notice from the LWDA of its intention not to investigate, or after 65 days have
22 passed without notice.

23 21. More than sixty-five (65) days have passed without notice from the LWDA.
24 Accordingly, all administrative prerequisites for filing this action have been fulfilled.

25 **PLAINTIFF WAS MISCLASSIFIED AS AN EXEMPT EMPLOYEE**

26 22. Plaintiff worked for Defendants by Defendants as an Assistant Project Manager,
27 Project Manager and Senior Project Manager from May 24, 2021 to July 28, 2025, in Los Angeles
28 County. On or about May 24, 2021, Plaintiff was hired as an Assistant Project Manager as a non-

1 exempt, hourly employee. On or about May 21, 2022, Plaintiff was converted to an exempt
2 position titled “Project Manager”. On or about October 11, 2024, Plaintiff was converted to an
3 exempt position titled “Senior Project Manager”.

4 23. California law states that exempt employees are not subject to the overtime wages
5 and meal and rest breaks afforded to their non-exempt counterparts. Under Labor Code § 515
6 subd. (a), employees will only be considered exempt if (1) the employee is primarily engaged in
7 duties that meet the test of an applicable exemption established by the Industrial Welfare
8 Commission (“IWC”), (2) the employee “customarily and regularly exercises discretion and
9 independent judgment” in performing their job duties, and (3) the employee “earns a monthly
10 salary equivalent to no less than two times the state minimum wage for full-time employment.”
11 Moreover, the employee must be “primarily engaged in the duties that meet the test of the
12 exemption, and Labor Code section 515, subdivision (e) defines “primarily” as “more than half
13 of the employee’s worktime.”

14 24. During the portion of the statutory period, Plaintiff was not paid at least twice the
15 state minimum wage in California but was classified as an exempt employee. Additionally,
16 Plaintiff did not “customarily and regularly exercise discretion and independent judgement” in
17 his job duties. In interpreting this phrase, California courts have looked to Federal labor
18 regulations for guidance, which define it as involving “the comparison and the evaluation of
19 possible courses of conduct, and acting or making a decision after the various possibilities have
20 been considered.” *Combs v. Skyriver Communications, Inc.* (2008) 159 Cal.App.4th 1242, 1256,
21 quoting 29 C.F.R. section 541.202(a) (“*Combs*”). Additionally, the term “customarily and
22 regularly exercise discretion and independent judgement” implies that the person has the
23 authority or power to make an independent choice, free from immediate direction or supervision
24 and with respect to matters of significance.” *United Parcel Serv. Wage & Hour Cases* (2010)
25 190 Cal. App.4th 1001, 1024, quoting 29 C.F.R. § 541.207(a).) Moreover, the exercise of such
26 discretion “must be more than occasional.” *United Parcel Serv. Wage & Hour Cases* 190
27 Cal.App.4th at p. 1024.

28 25. Despite having held the title of “Project Manager” or “Senior Project Manager”

1 Plaintiff's daily tasks demonstrate that he did not customarily and regularly exercise discretion
2 and independent judgment. Plaintiff's tasks involved functions such as securing commercial
3 permits, keeping internal database up to date, and updating clients through phone calls. Those
4 duties were completely subject to direct control of Plaintiff's supervisors. Plaintiff did not have
5 any independent authority to hire or fire other employees, or to assess their performance or control
6 their timekeeping. Plaintiff had no authority to affect or implement management policies or
7 operating practices. He was subject completely to the will of his supervisors, who directed his
8 activities while employed with Defendants. Accordingly, Plaintiff was unable to customarily and
9 regularly exercise discretion and independent judgment during virtually the entirety of his
10 employment.

11 26. Further, Plaintiff's responsibilities when employed indicate that he did not meet
12 any IWC exemption. Plaintiff as an office employee would fall under IWC Order N 4,
13 "Professional, Technical, Clerical, Mechanical and Similar Occupations." IWC Order N 4 sets
14 out three exemptions: 1) The Executive Exemption requires "the management of the enterprise in
15 which he/she is employed or of a customarily recognized department or subdivision thereof..." 8
16 CCR section 11040(1.)(A)(1)(a). 2) The Administrative Exemption requires either "The
17 performance of office or non-manual work directly related to management policies or general
18 business operations..." or "The performance of functions in the administration of a school
19 system..." 8 CCR section 11040(1.)(A)(2)(a). 3) The Professional Exemption requires either
20 specific licensing in a variety of specialized fields or engagement "in an occupation commonly
21 recognized as a learned or artistic profession." 8 CCR section 11040(1.)(A)(3)(a-b). In order to
22 fall under any exemption, all elements of the exemption must be met. *Heyen v. Safeway Inc.*
23 (2013) 216 Cal.App.4th 795, 817.

24 27. Although facially the Administrative Exemption appears to apply to Plaintiff's
25 former title as "Project Manager" or "Senior Project Manager", his former responsibilities
26 indicate no such application. In *Combs*, the court found Mr. Combs exempt under the
27 Administrative Exemption where substantial evidence showed that his duties "involved high-
28 level problem solving, preparing reports for Skyriver's board of directions, capacity and

expansion planning, planning for the integration of acquired networks into Skyriver's network, lease negotiations, and equipment sourcing and purchasing." *Combs*, 159 Cal.App.4th at p.1264. Plaintiff's duties have no direct relation to management policies or general business operations. Plaintiff's roles did not bear on managing Defendants as a business or effectuating change to its policies.

28. Similarly, while the Executive Exemption could appear to apply Plaintiff as "Project Manager" or "Senior Project Manager", any management responsibility Plaintiff had was curtailed by the control of his supervisors. Furthermore, the exemption requires the employee to "primarily" be engaged in these sorts of duties and defines this to mean "more than one-half the employee's work time." 8 CCR section 11040(2)(K). However, virtually all of Plaintiff's time was spent carrying out assignments under the direction of his supervisors. Plaintiff did not have any authority to hire, fire or promote other employees. Plaintiff was not in charge of reviewing or verifying time worked by other employees or controlling their performance or timekeeping.

29. As for the Professional Exemption, Plaintiff is a high school graduate without a college degree and without specific licensing and certification.

30. Most importantly, during the portion of the statutory period, Plaintiff was classified as an exempt employee but did not receive at least two times the minimum state wage in California.

31. Lastly, Defendants unlawfully misclassified Plaintiff as an exempt employee despite no material change in his job duties. Plaintiff performed the same core tasks as when he was classified as non-exempt, but Defendants increased his workload and required him to work longer hours without paying overtime or providing compliant meal and rest periods. Defendants' reclassification was a willful attempt to avoid their legal obligations while extracting greater labor from Plaintiff without proper compensation.

32. For the forgoing reasons, Defendants willfully misclassified Plaintiff as an exempt employee, and accordingly, Plaintiff is entitled to recover all wage and hour entitlements under the Labor Code and IWC Order N 4.

GENERAL ALLEGATIONS

1 33. Plaintiff was employed by Defendants as an Assistant Project Manager, Project
2 Manager and Senior Project Manager from May 24, 2021 to July 28, 2025, in Los Angeles
3 County. On or about May 24, 2021, Plaintiff was hired as an Assistant Project Manager as a non-
4 exempt, hourly employee. On or about May 21, 2022, Plaintiff was converted to an exempt
5 position titled "Project Manager". On or about October 11, 2024, Plaintiff was converted to an
6 exempt position titled "Senior Project Manager".

7 34. Labor Code Section 1194 provides that notwithstanding any agreement to work
8 for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to
9 recover in a civil action the unpaid balance of his or her overtime compensation, including interest
10 thereon, reasonable attorneys' fees, and costs of suit.

11 35. Labor Code Sections 1194 and 1198 also provide that employees in California
12 shall not be employed more than eight hours in any workday unless they receive additional
13 compensation beyond their regular wages in amounts specified by law. Additionally, Labor
14 Code Section 1198 states that the employment of an employee for longer hours than those fixed
15 by the Industrial Welfare Commission is unlawful.

16 36. Labor Code Section 204 requires employers to pay employees all earned wages
17 two times per month on days designated in advance by the employer as regular paydays.
18 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,
19 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
20 month during which the labor was performed, and labor performed between the 16th and the last
21 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
22 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
23 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
24 the wages are paid not more than seven calendar days following the close of the payroll period.
25 Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all
26 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
27 worked. Defendants systematically failed and refused to pay the employees all wages due, and
28 failed to pay those wages twice a month, in that employees were not paid all wages for all meal

periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked.

37. Further, Business and Professions Code Section 17203 provides that any person who engages in unfair competition may be enjoined in any court of competent jurisdiction. Business and Professions Code Section 17204 provides that any person who has suffered actual injury and has lost money or property as a result of the unfair competition may bring an action in a court of competent jurisdiction.

38. The California Supreme Court has issued a decision confirming the way employers must compensate employees for missed meal and rest breaks under state law. *Ferra v. Loews Hollywood Hotel, LLC*, 40 Cal.App.5th 1239 (2019). In *Ferra v. Loews Hollywood Hotel, LLC*, the Court unanimously ruled that employers must pay their California employees premiums for meal, rest, and recovery break violations at the employees' regular rate of pay as opposed to the base hourly rate.

39. During all, or a portion of the Class Period, Plaintiff and each member of the Class was employed by Defendants in the State of California.

40. Plaintiff and Class Members were non-exempt employees covered under one or more IWC Wage Order(s), and Labor Code Section 510, and/or other applicable Wage Orders, regulations and statutes, and each Class Member was not subject to an exemption for executive, administrative or professional employees, which imposed obligations on the part of Defendants to pay Plaintiff and Class Members lawful overtime compensation.

41. Plaintiff and Class were covered by one or more IWC Wage Order(s), and Labor Code Section 226.7 and other applicable Wage Orders, regulations and statutes which imposed an obligation on the part of Defendants to pay Plaintiff and Class rest and meal period compensation.

42. During the Class Period, Defendants were obligated to pay Plaintiff and Class Members overtime compensation for all hours worked in excess of eight (8) hours of work in one (1) day or forty (40) hours in one (1) week and double-time compensation for hours worked in excess of twelve (12) in one (1) day. However, often times Plaintiff and Class Members were

1 required to work overtime in excess of eight (8) hours per workday and in excess of forty (40)
2 hours per workweek but were not paid at the proper overtime rate of pay.

3 43. During the Class Period, Defendants maintained a policy and practice of failing to
4 pay Plaintiff and Class Members for all hours worked including straight time wages and
5 overtime wages. Starting from May 21, 2022, Plaintiff was misclassified as an exempt
6 employee and was instructed that he was not entitled to overtime, minimum wage, meal and
7 rest periods. Despite working significantly more than eight hours per shift and forty hours per
8 week, Plaintiff and Class Members did not receive overtime pay as a result of that
9 misclassification. Additionally, during the entirety of the statutory period, regardless of the
10 classification of employees, Defendants regularly used a system of time rounding in a manner
11 that resulted, over a period of time, in failing to compensate Plaintiff and Class Members
12 properly for all the time they have actually worked, even though the realities of Defendants'
13 operations are such that it is possible, practical, and feasible to count and pay for work time to
14 the minute. Starting from July 2025, Plaintiff and Class Members were instructed not to record
15 their time despite being misclassified and working more than eight hours per shift. On average,
16 Plaintiff and Class Members worked 50-60 hours per week. Moreover, prior to July 2025,
17 Plaintiff and Class Members recorded their time but were not paid for their actual time and
18 overtime hours due to being misclassified as exempt employees. Accordingly, Defendants
19 frequently paid Plaintiff and Class Members less than all their work time. This unpaid work
20 should have been paid at the overtime rate.
21

22 44. During the Class Period, Plaintiff and Class Members received additional
23 remuneration in the form of bonuses. However, Defendants failed to pay overtime which was
24 supposed to incorporate also that additional remuneration for purposes of calculation of the
25 regular rate. Defendants also failed to include those bonuses in calculation of sick pay. In
26 maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate
27
28

1 records of the hours Plaintiff and Class Members worked. In doing so, Defendants also failed
2 to maintain accurate records of the hours Plaintiff and Class Members worked.

3 45. During the Class Period, Defendants were obligated to provide Plaintiff and Class
4 with a work-free meal period within the first five (5) hours of a shift when the workday was
5 longer than six (6) hours. Plaintiff and Class Members were entitled to a full, thirty (30) minute,
6 off-duty meal period when they worked in excess of six (6) hours within the first five (5) hours
7 of their shifts. Here, despite these legal requirements, Defendants wrongfully failed to provide
8 Plaintiff and Class Members with legally compliant meal periods both when they were classified
9 as exempt or non-exempt employees. When Plaintiff and Class Members were wrongfully
10 classified as exempt employees, they were instructed that they were not entitled to meal periods.
11 Defendants regularly required Plaintiff and Class Members to work in excess of five consecutive
12 hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period
13 for every five hours of work, or without compensating Plaintiff and Class Members for meal
14 periods that were not provided by the end of the fifth hour of work or tenth hour of work.
15 Defendants did not adequately inform Plaintiff and Class Members of their right to take a meal
16 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the
17 tenth hour of work. Moreover, Defendants did not have adequate written policies or practices
18 providing meal periods for Plaintiff and Class Members, nor did Defendants have adequate
19 policies or practices regarding the timing of meal periods or recording of meal periods.
20 Defendants failed to keep a record of meal periods starting from July 2025. Accordingly,
21 Defendants' policy and practice was to not provide meal periods to Plaintiff and Class Members
22 in compliance with California law.

23 46. Based on information and belief, despite Defendants' failure to provide lawful
24 meal periods, and/or Defendants implemented a policy and/or practice of rounding the start and
25 end times of Plaintiff's and Class Members' meal periods and/or automatically deducting at least
26 thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual
27 and/or constructive knowledge that Plaintiff and Class Members did not receive lawful meal
28 periods.

1 47. Moreover, based on information and belief, Defendants failed to keep accurate
2 records of the true start and end times of Plaintiff's and Class Members' meal periods. Based on
3 information and belief, to the extent meal periods were recorded, Defendants illegally rounded
4 the start and end times of purported meal periods resulting in Plaintiff and Class Members not
5 being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v.*
6 *AMN Services, LLC* (2021) 11 Cal.5th 58.

7 48. Additionally, Defendants were obligated to provide Plaintiff and Class Members
8 with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each
9 day. Defendants, however, wrongfully failed to authorize and permit Plaintiff and Class Members
10 to take timely and duty-free rest periods. When Plaintiff and Class Members were wrongfully
11 classified as exempt employees, they were instructed that they were not entitled to rest periods.
12 Defendants regularly required Plaintiff and Class Members to work in excess of four consecutive
13 hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous
14 and uninterrupted rest period for every four hours of work (or major fraction of four hours), or
15 without compensating Plaintiff and Class Members for rest periods that were not authorized or
16 permitted. Defendants did not adequately inform Plaintiff and Class Members of their right to
17 take a rest period. Moreover, Defendants did not have adequate policies or practices permitting
18 or authorizing rest periods for Plaintiff and Class Members, nor did Defendants have adequate
19 policies or practices regarding the timing of rest periods. Accordingly, Defendants' policy and
20 practice was for Plaintiff and Class Members to work through rest periods and to not authorize or
21 permit them to take any rest periods.

22 49. Furthermore, Defendants failed and/or refused to pay Plaintiff and Class Members
23 one (1) hour's pay at the employees' regular rate of pay as premium compensation for
24 Defendants' failure to provide lawful thirty (30) minute, off-duty meal periods and failure to
25 provide lawful ten (10) minute rest periods within the statutory time frames.

26 50. Labor Code Section 227.3 requires employers to pay employees for all unused
27 vested vacation time at their final rate of pay upon termination of their employment. During the
28 Class period, During the statutory period, Defendants maintained a policy and practice of

1 failing to pay Plaintiff and Class Members the Paid Time Off (PTO) pay owed at the
2 termination of employment. For instance, when Plaintiff's employment with Defendants
3 terminated, he was not paid accrued but not used PTO on his final paycheck from Defendants.
4 On information and belief, Defendants' failure to pay Plaintiff the correct amount of PTO was
5 not a single, isolated incident, but was instead part of Defendants' policy and practice that
6 applied to Class Members.

7 51. California Labor Code Section 2802 requires employers to reimburse employees
8 for their necessary expenditures and losses incurred in direct consequence of the discharge of
9 their duties or of their obedience to directions of the employer.

10 52. Defendants also failed to indemnify Plaintiff and Class Members all necessary
11 expenditures incurred in direct discharge of their duties. Defendants wrongfully required Plaintiff
12 and Class Members to pay expenses that they incurred in direct discharge of their duties for
13 Defendants without reimbursement. Plaintiff and Class Members were required to use their
14 personal cell phones during their employment for work-related purposes and home internet when
15 they worked from home. Defendants failed to compensate for personal cell phone and home
16 internet usage. Defendants also failed to reimburse for all mileage and travel expenses and for the
17 Adobe Program subscription monthly fee. Plaintiff and Class incurred these substantial expenses
18 as a direct result of performing their job duties for Defendants, and Defendants have failed to
19 indemnify Plaintiff and Class for these employment-related expenses.

20 53. Defendants continue to employ non-exempt, hourly-paid employees within
21 California.

22 54. Plaintiff and Class Members primarily performed non-exempt work, often in
23 excess of the maximum regular rate hours set forth in the applicable IWC Wage Order(s),
24 regulations or statutes, and therefore entitled the Plaintiff and Class Members to overtime
25 compensation at the rate of one and a half times their regular rate of pay and, when applicable,
26 double time compensation as set forth by the applicable IWC Wage Order(s), regulations and/or
27 statutes.

1 55. During the Class Period, Defendants misclassified Plaintiff and Class Members as
2 exempt employees, required Plaintiff and Class Members to work regular hours, off the clock
3 hours, and overtime hours without lawful compensation in violation of the applicable IWC Wage
4 Order(s), regulations and statutes, and Defendants: (1) willfully failed and refused, and continue
5 to fail and refuse to pay compensation for all hours worked, including lawful regular time and
6 overtime compensation, to Class Members; and (2) willfully failed and refused, and continue to
7 fail and refuse to pay due and owing wages promptly upon termination of employment to Plaintiff
8 and affected Class Members.

9 56. Class Members who ended their employment with Defendants during the Class
10 Period but were not paid the above due compensation for all hours worked timely upon the
11 termination of their employment as required by Labor Code Sections 201, 202, and 203 are
12 entitled to penalties as provided by Labor Code Section 203.

13 57. During the Class Period, Defendants failed to furnish Plaintiff and Class Members
14 with accurate, itemized wage statements showing all applicable hourly rates, all gross and net
15 wages earned including employees' total hours worked, correct hours worked, correct wages
16 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
17 were not provided in accordance with California law, correct wages for rest periods that were
18 not authorized and permitted to take in accordance with California law. Defendants also
19 incorrectly included vacation and sick pay in the total hours worked by Defendants. As a result
20 of these violations of California Labor Code Section 226(a), Plaintiff and Class Members are
21 owed the amounts provided for in California Labor Code Section 226(e), including actual
22 damages.

23 58. Defendants knew or should have known that Plaintiff and Class members were
24 entitled to receive accurate wage statements, which would include meal break premiums, and/or
25 rest break premiums, as required by Labor Code 226.

26 59. During the Class Period, Defendants failed to provide correct paid sick leave to
27 Plaintiff and Class Members. Defendants improperly calculated the sick leave accrual and the
28

1 sick leave rate of pay owed to Plaintiff and Class Members by failing to base the accrued sick
2 leave hours on the correct number of hours worked (as a result of the rounding/automatic
3 deduction policies and practices for meal periods and/or shift start and end times/other required
4 off-the-clock work including but not limited to work completed during unpaid meal periods and
5 by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration,
6 including but not limited to, non-discretionary bonuses and/or other non-discretionary
7 compensation into the sick leave pay rate calculation).

8 60. Based on information and belief, Defendants failed to provide notice of correct
9 sick leave amount balance left for Plaintiff and Class Members, thus affecting their intelligent
10 exercise of their paid sick leave. But for this failure, Plaintiff and Class Members would have
11 used their paid sick leave at least prior to their respective separations, for as on several
12 occasions thereafter, he or she would have been entitled to use the banked sick leave and earn
13 appropriate compensation.

14 61. In violation of Labor Code Section 247.5, Defendants failed to maintain records
15 documenting the correct hours worked and paid sick days accrued and used by Plaintiff and Class
16 Members, permitting the presumption that Plaintiff and Class Members were entitled to the
17 maximum number of hours accruable under this article.

18 62. Defendants unlawfully retained and continue to retain paid sick leave that should
19 have been paid but was not, as a result of Defendants' failure to properly institute a paid sick
20 leave program. Accordingly, Plaintiff and Class Members are entitled to injunctive relief,
21 attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests
22 all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code
23 Sections 233 and 234, which incorporates the paid sick leave requirements.

24 63. Defendants knew or should have known that Plaintiff and Class Members were
25 entitled to timely payment of all wages earned upon termination. Plaintiff and Class Members did
26 not receive payment of all wages, including but not limited to meal and rest break premiums, in
27 violation of the Labor Code.

64. Labor Code Sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including Sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of Sections 1198 and 1199, which subject Defendant to civil penalties under Labor Code Section 1197.1.

CLASS ALLEGATIONS

65. Plaintiff brings this action on behalf of himself and all other similarly situated persons as a class action pursuant to Code of Civil Procedure Section 382. The Class is composed of and defined as follows:

- (a) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and non-exempt employees who were misclassified as exempt employees and were not paid all wages owed, including but not limited to the legally requisite regular time rate, overtime rate and/or double-time rate and paid sick leave and vacation pay;
- (b) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and non-exempt employees who were misclassified as exempt employees and have not been provided a meal period for shifts in excess of five (5) hours within the first five (5) hours such shifts, and were not provided one (1) hour's pay for each day during which a lawful meal period was not provided;
- (c) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this

1 Complaint to the present, have worked as non-exempt employees and non-
2 exempt employees who were misclassified as exempt employees and have not
3 been provided a rest period for every four (4) hours, or major fraction thereof,
4 worked per day, and were not provided compensation of one (1) hour's pay for
5 each day on which such rest period(s) was not provided;

6 (d) All persons who are employed or have been employed by Defendants in the
7 State of California, and who, within the four (4) years of the filing of this
8 Complaint to the present, have worked as non-exempt employees and non-
9 exempt employees who were misclassified as exempt employees and have not
10 been reimbursed expenditures in discharge of their duties;

11 (e) All persons who are employed or have been employed by Defendants in the
12 State of California, and who, within the three (3) years of the filing of this
13 Complaint to the present, have worked as non-exempt employees and non-
14 exempt employees who were misclassified as exempt employees and have
15 been terminated or resigned, and have not been paid wages pursuant to Labor
16 Code Section 203 and are owed restitution and waiting time penalties for
17 unpaid wages;

18 (f) All persons who are employed or have been employed by Defendants in the
19 State of California, and who, within the one (1) year of the filing of this
20 Complaint to the present have worked as non-exempt employees and non-
21 exempt employees who were misclassified as exempt employees and were not
22 provided an accurate payroll record or wage statement as required under Labor
23 Code Sections 226 and 1174;

24 (g) All persons who are employed or have been employed by Defendants in the
25 State of California, and who, within the four (4) years of the filing of this
26 Complaint to the present, have worked as non-exempt employees and non-
27 exempt employees who were misclassified as exempt employees and were
28 subjected to unlawful and unfair business practices within the meaning of

1 California's Unfair Competition Law and who suffered injury, including lost
2 money, as a result of Defendants' unlawful and unfair business practices.

3 66. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or
4 necessary to amend the definition of the Class. Plaintiff will formally define and designate a class
5 definition at such time when Plaintiff seeks to certify the Class alleged in this Complaint.

6 67. This action has been brought and may be maintained as a class action pursuant to
7 Code of Civil Procedure Section 382 because there is a well-defined common interest of many
8 persons and it is impractical to bring them all before the court.

9 68. The Court should permit this action to be maintained as a class action pursuant to
10 Code of Civil Procedure Section 382 because:

- 11 (a) The questions of law and fact common to Class predominate over any
12 question affecting only individual class members;
- 13 (b) A class action is superior to any other available method for the fair and
14 efficient adjudication of the claims of the Class members;
- 15 (c) Class is so numerous that it is impractical to bring all members of the
16 Class before the Court;
- 17 (d) Plaintiff and Class Members will not be able to obtain effective and
18 economic legal redress unless the action is maintained as a class action;
- 19 (e) There is a community of interest in obtaining appropriate legal and
20 equitable relief for the common law and statutory violations and other
21 improprieties and in obtaining adequate compensation for the damages
22 and injuries which Defendants' actions have inflicted upon Class;
- 23 (f) There is a community of interest in ensuring that the combined assets and
24 available insurance of the Defendants are sufficient to adequately
25 compensate Class Members for the injuries sustained;
- 26 (g) Without class certification, the prosecution of separate actions by
27 individual members of the Class would create a risk of:
28

- 1 (1) Inconsistent or varying adjudications with respect to individual
2 members of the Class which would establish an incompatible
3 standard of conduct for Defendants; and/or
4 (2) Adjudications with respect to the individual members which
5 would, as a practical matter, be dispositive of the interests of other
6 members not parties to the adjudications, or would substantially
7 impair or impede their ability to protect their interests, including
8 but not limited to the potential for exhausting the funds available
9 from those parties who are, or may be, responsible Defendants; and
10 (h) Defendants have acted or refused to act on grounds generally applicable
11 to Class, thereby making final injunctive relief appropriate with respect to
12 Class as a whole.

13 69. There is a well-defined community of interest in the litigation and Class is
14 readily ascertainable:

- 15 (a) Numerosity: The members of Class (and each subclass, if any) are so
16 numerous that joinder of all members would be unfeasible and impractical.
17 The membership of the entire Class is unknown to Plaintiff at this time,
18 however, the Class is estimated to be greater than 300 individuals and the
19 identity of such membership is readily ascertainable by inspection of
20 Defendants' records.
21 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the
22 interests of each Class Member with whom there is a shared, well-defined
23 community of interest, and Plaintiff's claims (or defenses, if any) are typical
24 of all Class Members' claims as demonstrated herein.
25 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
26 the interests of each Class Member with whom there is a shared, well-
27 defined community of interest and typicality of claims, as demonstrated
28

1 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
2 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
3 rules governing class action discovery, certification, and settlement.

4 Plaintiff has incurred, and throughout the duration of this action, will
5 continue to incur costs and attorneys' fees that have been, are, and will be
6 necessarily expended for the prosecution of this action for the substantial
7 benefit of each class member.

8 (d) Superiority: A Class Action is superior to other available methods for the
9 fair and efficient adjudication of the controversy, including consideration of:

- 10 1. The interests of the members of the Class in individually
11 controlling the prosecution or defense of separate actions;
- 12 2. The extent and nature of any litigation concerning the
13 controversy already commenced by or against members of the
14 Class;
- 15 3. The desirability or undesirability of concentrating the
16 litigation of the claims in the particular forum; and
- 17 4. The difficulties likely to be encountered in the management of
18 a class action.

19 (e) Public Policy Considerations: The public policy of the State of California is
20 to resolve the California Labor Code claims of many employees through a
21 class action. Indeed, current employees are often afraid to assert their rights
22 out of fear of direct or indirect retaliation. Former employees are also
23 fearful of bringing actions because they believe their former employers
24 might damage their future endeavors through negative references and/or
25 other means. Class actions provide the class members who are not named in
26 the complaint with a type of anonymity that allows for the vindication of
27
28

1 their rights at the same time as their privacy is protected.

2 70. Plaintiff contemplates the eventual issuance of notice to the proposed members of
3 the Class that would set forth the subject and nature of the instant action. Defendants' own
4 business records may be utilized for assistance in the preparation and issuance of the
5 contemplated notices. To the extent that any further notices may be required, Plaintiff would
6 contemplate the use of additional techniques and forms commonly used in class actions, such as
7 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
8 other methods suitable to Class and deemed necessary and/or appropriate by the Court.

9 **FIRST CAUSE OF ACTION**

10 **Failure to Pay All Wages and Sick Pay for All Hours Worked**

11 **(Against Defendants, DOES 1 through 50, and each of them)**

12 71. Plaintiff and Class Members re-allege and incorporate by reference all preceding
13 paragraphs of this complaint as though fully set forth herein.

14 72. Labor Code Section 510, subdivision (a) states in pertinent part: "Any work in
15 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek...
16 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for
17 any employee."

18 73. Labor Code Section 1194, subdivision (a) states: "Notwithstanding any agreement
19 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
20 overtime compensation applicable to the employee is entitled to recover in a civil action the
21 unpaid balance of the full amount of this minimum wage or overtime compensation, including
22 interest thereon, reasonable attorney's fees, and costs of suit."

23 74. Pursuant to Labor Code Section 1198, it is unlawful to employ persons for longer
24 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the
25 IWC Wage Order(s).

26 75. Pursuant to the IWC Wage Order(s), Defendants are required to pay Plaintiff and
27 Class Members for all hours worked, meaning the time during which an employee is subject to
28

1 the control of an employer, including all the time the employee is suffered or permitted to work,
2 whether or not required to do so.

3 76. Plaintiff and Class Members were required to work overtime in excess of eight (8)
4 hours per workday and in excess of forty (40) hours per workweek but were not paid at the proper
5 overtime rate of pay.

6 77. Defendants' pattern, practice and uniform administration of corporate policy
7 regarding illegal employee compensation as described herein is unlawful and creates an
8 entitlement, pursuant to Labor Code Section 218, to recovery by Plaintiff and the members of the
9 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
10 appropriate rate.

11 78. Pursuant to Labor Code Section 1194.2(a) (which provides that in any action under
12 Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members
13 of Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours
14 of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully
15 unpaid and interest thereon.

16 79. During the Class Period, Defendants failed to provide correct paid sick leave to
17 Plaintiff and Class Members. Defendants improperly calculated the sick leave accrual and the
18 sick leave rate of pay owed to Plaintiff and Class Members by failing to base the accrued sick
19 leave hours on the correct number of hours worked (as a result of the rounding/automatic
20 deduction policies and practices for meal periods and/or shift start and end times/other required
21 off-the-clock work including but not limited to work completed during unpaid meal periods).

22 80. Based on information and belief, Defendants failed to provide accurate notice of
23 sick leave amount balance left for Plaintiff and Class Members, thus affecting their intelligent
24 exercise of their paid sick leave. But for this failure, Plaintiff and Class Members would have
25 used their paid sick leave at least prior to their respective separations, for as on several occasions
26 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
27 compensation.

1 81. In violation of Labor Code Section 247.5, Defendants failed to maintain records
2 documenting the correct hours worked and paid sick days accrued and used by Plaintiff and
3 Class Members, permitting the presumption that Plaintiff and Class Members were entitled to the
4 maximum number of hours accruable under this article.

5 82. Defendants unlawfully retained and continue to retain paid sick leave that should
6 have been paid but was not, as a result of Defendants' failure to properly institute a paid sick
7 leave program. Accordingly, Plaintiff and Class Members are entitled to injunctive relief,
8 attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests
9 all relief pursuant to the aforementioned code provisions, including but not limited to Labor
10 Code Sections 233 and 234, which incorporates the paid sick leave requirements.

11 83. That calculation of individual damages for Class Members may at some point be
12 required does not foreclose the possibility of taking common evidence on questions regarding
13 their entitlement to overtime compensation. *Collins v. Rocha* (1972) 7 Cal.3d 232; *Hypolite v.*
14 *Carleson* (1975) 52 Cal.App.3d 566; *Employment Development Dept. v. Superior Court* (1981)
15 30 Cal.3d 256).

16 84. Pursuant to Labor Code Sections 218.6 and 1194(a) and Civil Code Section 3287,
17 Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

18 85. Pursuant to Labor Code Sections 218.5 and/or 1194, Class Members request that
19 the Court award reasonable attorneys' fees and costs incurred by them in this action.

20 **SECOND CAUSE OF ACTION**

21 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**

22 **(Against Defendants, DOES 1 through 50, and each of them)**

23 86. Plaintiff and Class Members re-allege and incorporate by reference all preceding
24 paragraphs of this complaint as though fully set forth herein.

25 87. Labor Code Sections 226.7 and 512 provide that no employer shall employ any
26 person for a work period of more than five (5) hours without providing a meal period of not less
27 than thirty (30) minutes within the fifth (5th) hour of work, or employ any person for a work
28

1 period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30)
2 minutes.

3 88. Labor Code Section 226.7 provides that if an employer fails to provide an
4 employee a meal period in accordance with this Section, the employer shall pay the employee one
5 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
6 period is not provided in accordance with this Section.

7 89. Defendants failed to schedule Plaintiff and Class Members in a manner as to
8 reasonably ensure that Plaintiff and Class Members could take such meal periods within the
9 statutory timeframe. As a result, Plaintiff and Class were often forced to forego their meal
10 periods, work during their meal periods and/or take meal periods after the fifth (5th) hour of their
11 shifts. In so doing, Defendants have intentionally and improperly denied meal periods to Plaintiff
12 and Class Members in violation of Labor Code Sections 226.7 and 512, and other regulations and
13 statutes.

14 90. At all times relevant hereto, Plaintiff and Class have worked more than five (5)
15 hours in a workday.

16 91. At all times relevant hereto, Defendants failed to schedule Plaintiff and Class
17 Members in a manner so as to reasonably provide work-free meal periods in accordance with
18 Labor Code Sections 226.7 and 512 and failed to record meal periods. Defendants also failed to
19 keep a record of meal periods.

20 92. By virtue of Defendants' failure to schedule Plaintiff and Class Members in such
21 a way as to provide a timely and/or work free meal period to Plaintiff and Class Members, Plaintiff
22 and Class Members have suffered, and will continue to suffer, damages in an amount which is
23 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
24 ascertained according to proof at trial.

25 93. Plaintiff, individually and on behalf of Class Members, requests recovery of meal
26 period compensation pursuant to Labor Code Section 226.7 for the four (4) years prior to filing
27 this complaint, as well as the assessment of any statutory penalties against Defendants in a sum
28 as provided by the Labor Code and/or other statutes.

Failure to Provide Rest Periods or Compensation in Lieu Thereof
(Against Defendants, DOES 1 through 50, and each of them)

95. The IWC Wage Orders and Labor Code Section 226.7 provides that employers must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours or major fraction thereof.

97. During the Class Period, Defendants did not provide Plaintiff and Class Members with a ten-minute rest period for every four (4) work hours or major fraction thereof. Therefore, Plaintiff and Class Members were not provided lawful rest periods.

99. At all times relevant hereto, Plaintiff and Class have worked more than four (4) hours in a workday.

101. Plaintiff, individually and on behalf of employees similarly situated, requests recovery of rest period compensation pursuant to Labor Code Section 226.7 for the four (4) years

1 prior to filing this Complaint, as well as the assessment of any statutory penalties against
2 Defendants, and each of them, in a sum as provided by the Labor Code and/or any other statute.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Provide Accurate Itemized Wage Statements**

5 **(Against Defendants, DOES 1 through 50, and each of them)**

6 102. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs
7 of this complaint as though fully set forth herein.

8 103. Labor Code Section 1174, subdivision (d) requires an employer to keep at a central
9 location in California, or at the plant or establishment at which the employee is employed, payroll
10 records showing the hours worked daily by, and the wages paid to, each employee.

11 104. Labor Code Section 226, subdivision (a) requires an employer to provide
12 employees—either as a detachable part of the check, draft, or voucher paying the employee’s
13 wages, or separately when wages are paid by personal check or cash—an accurate itemized wage
14 statement in writing showing

15 (1) gross wages earned, (2) total hours worked by the employee . . . , (4) all
16 deductions . . . , (5) net wages, (6) the inclusive dates of the period for which
17 the employee is paid, (7) the name of the employee and only the last four
18 digits of his or her social security number or an employee identification
19 number other than a social security number, (8) the name and address of the
20 legal entity that is the employer . . . , and (9) all applicable hourly rates in
21 effect during the pay period and corresponding number of hours worked at
22 each hourly rate by the employee

23 105. Moreover, the IWC Wage Orders require that every employer shall keep accurate
24 information with respect to each employee, including time records showing when each employee
25 begins and ends each work period, when each employee takes a meal period, the total daily hours
26 worked by each employee and the total hours worked in each payroll period, and applicable rates
27 of pay.

28 106. Plaintiff is informed and believes that Defendants willfully and intentionally

1 failed to make and/or keep records which accurately reflect the hours worked by Plaintiff and
2 Class. Specifically, Plaintiff believes that Defendants' records do not accurately reflect when
3 Plaintiff and Class worked during their meal and rest periods and/or took untimely meal periods
4 or worked for hours not paid.

5 107. Labor Code Section 226, subdivision (e) provides that if an employer knowingly
6 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
7 the total hours worked by the employee, causing the employee injury, then the employee is
8 entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial
9 violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand
10 dollars (\$4,000.00). Plaintiff is informed and believes that Defendants willfully failed to make
11 or keep accurate records for Plaintiff and Class.

12 108. Plaintiff is informed and believes that Defendants' failure to keep accurate payroll
13 records, as described above, violated Labor Code Section 1174, subdivision (d) and Section 226,
14 subdivision (a), and the applicable IWC Wage Order(s). Pursuant to Labor Code Section 2699,
15 subdivision (f)(2), Plaintiff and Class are entitled to penalties of \$100.00 and for the initial
16 violation and \$200.00 for each subsequent violation for every pay period during which these
17 records and information were not kept by Defendants.

18 109. Plaintiff is informed and believes that Defendants' failure to keep and maintain
19 accurate records and information, as described above, was willful, and Plaintiff and Class are
20 entitled to statutory penalties pursuant to Labor Code Section 1174.5.

21 **FIFTH CAUSE OF ACTION**

22 **Failure to Pay Wages and Accrued Vacation upon Termination of Employment** 23 **(Against Defendants, DOES 1 through 50, and each of them)**

24 110. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs
25 of this complaint as though fully set forth herein.

26 111. Certain Class Members who ended their employment with Defendants during the
27 Class Period, were entitled to be promptly paid for all hours worked, including lawful regular
28 time compensation, overtime compensation, double-time compensation, and other premiums, as

required by Labor Code Sections 201 through 203. They are also entitled to meal period and rest period premium pay in accordance with Labor Code Sections 226 and 226.7.

112. Labor Code Section 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment. During the Class period, During the statutory period, Defendants maintained a policy and practice of failing to pay Plaintiff and Class Members the Paid Time Off (PTO) pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendants terminated, he was not paid accrued but not used PTO on his final paycheck from Defendants. On information and belief, Defendants' failure to pay Plaintiff the correct amount of PTO was not a single, isolated incident, but was instead part of Defendants' policy and practice that applied to Class Members.

113. Class Members were not compensated for their unlawful and/or missed meal periods and/or rest periods, and were not paid proper regular time compensation, overtime compensation or double-time compensation in accordance with law as a result of Defendants' illegal rounding practice and other violations.

114. To date, Class Members who ended their employment with Defendants during the Class Period have not been compensated for all hours worked.

115. Plaintiff and Class Members seek the payment of penalties pursuant to Labor Code Section 203, according to proof.

116. Plaintiff is also entitled to attorneys' fees and costs, pursuant to Labor Code Section 1194, and prejudgment interest.

SIXTH CAUSE OF ACTION

Failure to Reimburse for Necessary Business Expenditures

(Against Defendants, DOES 1 through 50, and each of them)

117. Plaintiff and Class re-allege and incorporate by reference all the above paragraphs of this complaint as if fully alleged herein.

118. California Labor Code §2802, states "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

1 119. Plaintiff and Class were not reimbursed by Defendants for necessary expenditures
2 as a direct consequence of the discharge of their duties. Plaintiff and Class incurred expenses as a
3 direct result of performing their job duties for Defendants, and Defendants have failed to
4 indemnify Plaintiff and Class for these employment-related expenses.

5 120. Defendants knowingly, willingly and intentionally attempted to offset the cost of
6 doing business on the Plaintiff and Class.

7 121. Defendants had a corporate practice and policy of requiring Plaintiff and Class to
8 shoulder the burden of Defendants cost of doing business by failing to reimburse Plaintiff and
9 Class for necessary expenditures.

10 122. Accordingly, Plaintiff and Class are entitled to an award of “necessary
11 expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s
12 fees and interest.

13 **SEVENTH CAUSE OF ACTION**

14 **Unfair Business Practices**

15 **(Against Defendants, DOES 1 through 50, and each of them)**

16 123. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs
17 of this complaint as though fully set forth herein.

18 124. Business and Professions Code Section 17200 et seq. (also referred to herein as
19 the “Unfair Business Practices Act” or “Unfair Competition Law”) prohibits unfair competition
20 in the form of any unlawful, unfair or fraudulent business act or practice.

21 125. Business and Professions Code Section 17204 allows “a person who has suffered
22 injury in fact and has lost money or property as a result of the unfair competition” to prosecute a
23 civil action for violation of the Unfair Competition Law (“UCL”).

24 126. Labor Code Section 90.5, subdivision (a) states that it is the public policy of
25 California to vigorously enforce minimum labor standards in order to ensure employees are not
26 required to work under substandard and unlawful conditions, and to protect employers who
27 comply with the law from those who attempt to gain competitive advantage at the expense of their
28 workers by failing to comply with minimum labor standards.

1 127. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4)
2 years prior to the filing of this lawsuit, Defendants has committed acts of unfair competition as
3 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent
4 business practices and acts described in this Complaint including but not limited to violations of
5 Labor Code Sections 201-204, 226, 226.7, 227.3, 510, 511, 515, 558, 1174.5, 1197.1, 2802,
6 2699(f)(2) as well as other statutes.

7 128. The violations of these laws and regulations, as well as of the fundamental
8 California public policies protecting workers, serve as unlawful predicate acts and practices for
9 purposes of Business and Professions Code Section 17200 et seq.

10 129. The acts and practices described above constitute unfair, unlawful and fraudulent
11 business practices, and unfair competition, within the meaning of Business and Professions Code
12 Section 17200 et seq. Among other things, the acts and practices have forced Plaintiff and other
13 similarly situated employees to labor for many consecutive hours without receiving the meal and
14 rest periods and overtime compensation to which they are entitled by law, while enabling
15 Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

16 130. As a result of Defendants' acts, Plaintiff and Class Members have suffered injury
17 in fact in being denied their statutorily entitled meal and rest periods and full compensation for
18 hours worked.

19 131. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
20 and Class have suffered lost wages in an amount to be proven at trial.

21 132. Business and Professions Code Section 17203 provides that a court may make
22 such orders or judgments as may be necessary to prevent the use or employment by any person
23 of any practice which constitutes unfair competition. Injunctive relief is necessary and
24 appropriate to prevent Defendants from repeating its unlawful, unfair and fraudulent business acts
25 and business practices alleged above.

26 133. Business and Professions Code Section 17203 provides that the Court may restore
27 to any person in interest any money or property that may have been acquired by means of such
28 unfair competition. Plaintiff and Class are entitled to restitution pursuant to Business and

1 Professions Code Section 17203 for all wages and payments unlawfully withheld from
2 employees, including the fair value of the meal and rest periods taken away from them during the
3 four-year period prior to the filing of this Complaint, as well as for all expenses or losses incurred
4 by Plaintiff and Class in direct consequence of the discharge of his or her duties, or of his or her
5 obedience to the directions of the employer.

6 134. Business and Professions Code Section 17202 provides, “Notwithstanding Section
7 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
8 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Class are entitled to enforce
9 all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code
10 Section 17202.

11 135. Plaintiff’s success in this action will enforce important rights affecting public
12 interest, and in that regard, Plaintiff sues on behalf of the general public, as well as herself and
13 other similarly situated employees. Plaintiff and Class seek and are entitled to restitution, civil
14 penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

15 136. Plaintiff herein takes upon himself enforcement of these laws and lawful claims.
16 There is a financial burden involved in pursuing this action. The action is seeking to vindicate a
17 public right, and it would be against the interests of justice to penalize Plaintiff by forcing her to
18 pay attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to
19 Code of Civil Procedure Section 1021.5 and otherwise.

20 **EIGHTH CAUSE OF ACTION**

21 **Violation of California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.***

22 **(Against Defendants, DOES 1 through 50, and each of them)**

23 137. Plaintiff re-alleges and incorporates by reference all preceding paragraphs in this
24 complaint, as if fully alleged herein.

25 138. Plaintiff seeks recovery of penalties under the Labor Code Private Attorney
26 General Act of 2004 (“PAGA.”) (Labor Code sections 2698 *et seq.*)

27 139. PAGA permits an “aggrieved employee” to recover penalties on behalf of
28 himself/herself and other employees subject to violations of the Labor Code, including violations

of sections 201-203, 204, 226, 226.7, 245-248.6, 227.3, 510, 512, 515, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 199, 2802 as well as the applicable Wage Order.

140. Plaintiff is informed and believes Defendants at all relevant times employed one or more employees.

141. For those code sections that provide for the recovery of civil penalties, Plaintiff will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code section 2699, subdivision (f).

142. Section 2699, subdivision (a) provides that civil penalties may be “recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.” (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g), provides that an employee who prevails in a civil action under section 2699 shall be entitled to an award of reasonable attorneys’ fees and costs.

143. The State of California, Plaintiff and aggrieved employees are, therefore, entitled to civil penalties, attorneys’ fees and costs, according to proof.

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth and Seventh Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

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

1 Labor Code §§ 204, 245-248.6, 510, 512, 515, 1194, 1197, 1197.1, 1198, 1199 and
2 applicable IWC Wage Orders by willfully failing to pay all wages, vacation pay and sick
3 pay due;

4 5. For general unpaid wages as may be appropriate;

5 6. For pre-judgment interest on any unpaid compensation commencing from the
6 date such amounts were due;

7 7. For liquidated damages;

8 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
9 California Labor Code § 1194(a); and,

10 9. For such other and further relief as the Court may deem equitable and
11 appropriate.

12 As to the Second Cause of Action

13 10. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

15 11. For unpaid meal period premium wages as may be appropriate;

16 12. For pre-judgment interest on any unpaid compensation commencing from the
17 date such amounts were due;

18 13. For reasonable attorneys' fees under California Code of Civil Procedure §
19 1021.5, and for costs of suit incurred herein; and

20 14. For such other and further relief as the Court may deem equitable and
21 appropriate.

22 As to the Third Cause of Action

23 15. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

25 16. For unpaid rest period premium wages as may be appropriate;

1 17. For pre-judgment interest on any unpaid compensation commencing from the
2 date such amounts were due;

3 18. For reasonable attorneys' fees under California Code of Civil Procedure §
4 1021.5, and for costs of suit incurred herein; and

5 19. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 As to the Fourth Cause of Action

8 20. That the Court declare, adjudge and decree that Defendants violated the record
9 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders,
10 and willfully failed to provide accurate itemized wage statements thereto;

11 21. For penalties and actual damages pursuant to California Labor Code § 226(e);

12 22. For injunctive relief to ensure compliance with this Section, pursuant to
13 California Labor Code § 226(h);

14 23. For reasonable attorneys' fees and for costs of suit incurred herein; and

15 24. For such other and further relief as the Court may deem equitable and
16 appropriate.

17 As to the Fifth Cause of Action

18 25. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code §§ 201, 202, 203, 227.3 by willfully failing to pay all compensation and
20 vacation owed at the time of termination of the employment;

21 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
22 employees who have left Defendants' employ;

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

25 28. For reasonable attorneys' fees and for costs of suit incurred herein; and
26
27
28

1 29. For such other and further relief as the Court may deem equitable and
2 appropriate.

3 As to the Sixth Cause of Action

4 30. That the Court declare, adjudge and decree that Defendants violated Labor Code
5 § 2802 and the IWC Wage Orders;

6 31. For general unpaid wages and reimbursement of business expenses as may be
7 appropriate;

8 32. For pre-judgment interest on any unpaid compensation commencing from the
9 date such amounts were due;

10 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

11 34. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 As to the Seventh Cause of Action

14 35. That the Court declare, adjudge and decree that Defendants violated California
15 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
16 (including minimum and overtime wages), failing to provide meal periods, failing to
17 maintain accurate records of meal periods, failing to authorize and permit rest periods, and
18 failing to maintain accurate records of all hours worked and meal periods, failing to furnish
19 accurate wage statements, and failing to indemnify necessary business expenses;

20 36. For restitution of unpaid wages to Plaintiff and all Class Members and
21 pre-judgment interest from the day such amounts were due and payable;

22 37. For the appointment of a receiver to receive, manage and distribute any and all
23 funds disgorged from Defendants and determined to have been wrongfully acquired by
24 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et*
25 *seq.*;
26
27
28

1 38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Code of Civil Procedure § 1021.5;

3 39. For injunctive relief to ensure compliance with this Section, pursuant to
4 California Business & Professions Code §§ 17200, *et seq.*; and,

5 40. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 As to the Eighth Cause of Action

8 41. That the Court declare, adjudge and decree that Defendants violated the
9 California Labor Code by failing to pay wages for all hours worked and paid sick leave, failing
10 to provide meal periods, failing to maintain accurate records of meal periods, failing to
11 authorize and permit rest periods, failing to maintain accurate records of all hours worked and
12 meal periods, failing to indemnify necessary business expenses, failing to pay final wages at
13 termination, and failing to furnish accurate wage statements;

14 42. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all
15 other applicable Labor Code provisions;

16 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
17 California Labor Code § 2699;

18 44. For such other and further relief as the Court may deem equitable and
19 appropriate.
20

21 As to all Causes of Action

22 45. For any additional relief that the Court deems just and proper.

23 Dated: October 27, 2025

TUNYAN LAW, APC

24 
25

26 Lilit Tunyan
27 Artur Tunyan

28 Attorneys for Plaintiff WILLIAM MOJICA, as an individual
and on behalf of all employees similarly situated

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

Dated: October 27, 2025

Thurs

Artur Tunyan

- 39 -

Exhibit “A”



Lilit Tunyan, Esq.
535 N. Band Blvd., Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

August 21, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested

Agent for Service of Process for
Milrose Consultants, LLC
CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505

VIA CERTIFIED MAIL

Return Receipt Requested

Milrose Consultants, LLC
498 Seventh Avenue, 17th Floor
New York, NY 10018

VIA CERTIFIED MAIL

Return Receipt Requested

Agent for Service of Process for
Permit Advisors, LLC
Registered Solutions, Inc.
720 14th Street
Sacramento, CA 95814

VIA CERTIFIED MAIL

Return Receipt Requested

Permit Advisors, LLC
8370 Wilshire Blvd, Suite 330
Beverly Hills, CA 90211

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: Mojica v. Milrose Consultants, LLC, et al.

To Whom It May Concern:

Please be advised that my office has been retained by William Mojica (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employers Milrose Consultants, LLC and Permit Advisors, LLC (“Defendants”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendants engaged in with respect to Plaintiff and all of Defendants’ aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendants in California as an hourly paid, non-exempt

employees and who worked for Defendants as non-exempt employees but were misclassified as exempt employees at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendants suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff’s Employment with Defendants and Misclassification

Defendants own and operate an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendants as an Assistant Project Manager, Project Manager and Senior Project Manager from May 24, 2021 to July 28, 2025, in Los Angeles County. On or about May 24, 2021, Plaintiff was hired as an Assistant Project Manager as a non-exempt, hourly employee. On or about May 21, 2022, Plaintiff was converted to an exempt position titled “Project Manager”. On or about October 11, 2024, Plaintiff was converted to an exempt position titled “Senior Project Manager”.

Starting from May 21, 2022, Defendants classified Plaintiff as an exempt employee and paid an hourly wage up to forty (40) hours per week only. California law states that exempt employees are not subject to the overtime wages and meal and rest breaks afforded to their non-exempt counterparts. Under Labor Code § 515 subd. (a), employees will only be considered exempt if (1) the employee is primarily engaged in duties that meet the test of an applicable exemption established by the Industrial Welfare Commission (“IWC”), (2) the employee “customarily and regularly exercises discretion and independent judgment” in performing their job duties, and (3) the employee “earns a monthly salary equivalent to no less than two times the state minimum wage for full-time employment.”

During the portion of the statutory period, Plaintiff was not paid at least twice the state minimum wage in California but was classified as an exempt employee. Additionally, Plaintiff did not “customarily and regularly exercise discretion and independent judgement” in his job duties. In interpreting this phrase, California courts have looked to Federal labor regulations for guidance, which define it as involving “the comparison and the evaluation of possible courses of conduct, and acting or making a decision after the various possibilities have been considered.” *Combs v. Skyriver Communications, Inc.* (2008) 159 Cal.App.4th 1242, 1256, quoting 29 C.F.R. section 541.202(a) (“*Combs*”). Additionally, the term “customarily and regularly exercise discretion and independent judgement” implies that the person has the authority or power to make an independent choice, free from immediate direction or supervision and with respect to matters of significance.” *United Parcel Serv. Wage & Hour Cases* (2010) 190 Cal. App.4th 1001, 1024,

quoting 29 C.F.R. § 541.207(a).) Moreover, the exercise of such discretion “must be more than occasional.” *United Parcel Serv. Wage & Hour Cases* 190 Cal.App.4th at p. 1024.

Despite having held the title of “Project Manager” or “Senior Project Manager” Plaintiff’s daily tasks demonstrate that he did not customarily and regularly exercise discretion and independent judgment. Plaintiff’s tasks involved functions such as securing commercial permits, keeping internal database up to date, and updating clients through phone calls. Those duties were completely subject to direct control of Plaintiff’s supervisors. Plaintiff did not have any independent authority to hire or fire other employees, or to assess their performance or control their timekeeping. Plaintiff had no authority to affect or implement management policies or operating practices. He was subject completely to the will of his supervisors, who directed his activities while employed with Defendants. Accordingly, Plaintiff was unable to customarily and regularly exercise discretion and independent judgment during virtually the entirety of his employment.

Further, Plaintiff’s responsibilities when employed indicate that he did not meet any IWC exemption. Plaintiff as an office employee would fall under Wage Order 4, “Professional, Technical, Clerical, Mechanical and Similar Occupations.” Wage Order 4 sets out three exemptions: 1) The Executive Exemption requires “the management of the enterprise in which he/she is employed or of a customarily recognized department or subdivision thereof...” (8 CCR section 11040(1.)(A)(1)(a).) 2) The Administrative Exemption requires either “The performance of office or non-manual work directly related to management policies or general business operations...” or “The performance of functions in the administration of a school system...” (8 CCR section 11040(1.)(A)(2)(a).) 3) The Professional Exemption requires either specific licensing in a variety of specialized fields or engagement “in an occupation commonly recognized as a learned or artistic profession.” (8 CCR section 11040(1.)(A)(3)(a-b).) In order to fall under any exemption, all elements of the exemption must be met. *Heyen v. Safeway Inc.* (2013) 216 Cal.App.4th 795, 817.

Although facially the Administrative Exemption appears to apply to Plaintiff’s former title as “Project Manager” or “Senior Project Manager”, his former responsibilities indicate no such application. In *Combs*, the court found Mr. Combs exempt under the Administrative Exemption where substantial evidence showed that his duties “involved high-level problem solving, preparing reports for Skyriver’s board of directions, capacity and expansion planning, planning for the integration of acquired networks into Skyriver’s network, lease negotiations, and equipment sourcing and purchasing.” *Combs*, 159 Cal.App.4th at p.1264.

As mentioned above, Plaintiff’s duties have no direct relation to management policies or general business operations. Plaintiff’s roles did not bear on managing Defendants as a business, or effectuating change to their policies.

Similarly, while the Executive Exemption could appear to apply Plaintiff as a “Project Manager” or “Senior Project Manager”, any management responsibility Plaintiff had was curtailed by the control of his supervisors. Furthermore, the exemption requires the employee to “primarily” be engaged in these sorts of duties and defines this to mean “more than one-half the employee’s work time.” (8 CCR section 11040(2)(K).) As stated above, virtually all of Plaintiff’s time was spent carrying out assignments under the direction of his supervisors. Plaintiff did not have any authority to hire, fire or promote other employees. Plaintiff was not in charge of reviewing or verifying time worked by other employees or controlling their performance or timekeeping.

As for the Professional Exemption, Plaintiff is a high school graduate without a college degree and without specific licensing and certification.

Most importantly, during the portion of the statutory period, Plaintiff was classified as an exempt employee but did not receive at least two times the minimum state wage in California.

Lastly, Defendants unlawfully misclassified Plaintiff as an exempt employee despite no material change in his job duties. Plaintiff performed the same core tasks as when he was classified as non-exempt, but Defendants increased his workload and required him to work longer hours without paying overtime or providing compliant meal and rest periods. Defendants’ reclassification was a willful attempt to avoid their legal obligations while extracting greater labor from Plaintiff without proper compensation.

For the forgoing reasons, Defendants willfully misclassified Plaintiff as an exempt employee to deprive him of the rights and benefits non-exempt employees are entitled in California, and accordingly, Plaintiff is entitled to recover all wage and hour entitlements under the Labor Code and Wage Order 4.

Throughout Plaintiff’s employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff’s experience working for Defendants was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendants, at all relevant times, were employers or persons acting on behalf of employer(s) who violated Plaintiff’s and the Aggrieved Employees’ rights by violating various sections of the California Labor Code. The California Legislature defines “other person acting on behalf of an employer” as “a natural person who is an owner, director, officer, or managing agent of the employer.” The “managing agent” definition mirrors that found in California’s punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, “managing agents” are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v.*

Ultramar, Inc. (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendants put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers to Defendants to place those individuals on notice if Defendants voluntarily provide their contact information.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked including straight time wages and overtime wages. Starting from May 21, 2022, Plaintiff was misclassified as an exempt employee and was instructed that he was not entitled to overtime, minimum wage, meal and rest periods. Despite working significantly more than eight hours per shift and forty hours per week,

Plaintiff and the Aggrieved Employees did not receive overtime pay as a result of that misclassification. Additionally, during the entirety of the statutory period, regardless of the classification of employees, Defendants regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Starting from July 2025, Plaintiff and the Aggrieved Employees were instructed not to record their time despite being misclassified and working more than eight hours per shift. On average, Plaintiff and the Aggrieved Employees worked 50-60 hours per week. Moreover, prior to July 2025, Plaintiff and the Aggrieved Employees recorded their time but were not paid for their actual time and overtime hours due to being misclassified as exempt employees. Accordingly, Defendants frequently paid Plaintiff and the Aggrieved Employees less than all their work time. This unpaid work should have been paid at the overtime rate.

Throughout the statutory period, Plaintiff and the Aggrieved Employees received additional remuneration in the form of bonuses. However, Defendants failed to pay overtime which was supposed to incorporate also that additional remuneration for purposes of calculation of the regular rate. Defendants also failed to include those bonuses in calculation of sick pay. In maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. In doing so, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendant to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods both when they were classified as

exempt or non-exempt employees. When Plaintiff and the Aggrieved Employees were wrongfully classified as exempt employees, they were instructed that they were not entitled to meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendants did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of meal periods or recording of meal periods. Defendants failed to keep a record of meal periods starting from July 2025. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Based on information and belief, despite Defendants' failure to provide lawful meal periods, and/or Defendants implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendants failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal periods were recorded, Defendants illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 1 l(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during

which the referenced statutes and Wage Order provisions were violated. Defendants' failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendants, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. When Plaintiff and the Aggrieved Employees were wrongfully classified as exempt employees, they were instructed that they were not entitled to rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendants to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved

employee for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's failure to keep accurate and complete payroll records for Plaintiff and non-exempt aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement. Plaintiff and the Aggrieved Employees were required to use their personal cell phones during their employment for work-related purposes and home internet when they worked from home. Defendants failed to compensate for personal cell phone and home internet usage. Defendants also failed to reimburse for all mileage and travel expenses and for the Adobe Program subscription monthly fee. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the Paid Time Off (PTO) pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendants terminated, he was not paid accrued but not used PTO on his final paycheck from Defendants. On information and belief, Defendants' failure to pay Plaintiff the correct amount of PTO was not a single, isolated incident, but was instead part of Defendants' policy and practice that applied to the Aggrieved Employees.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed and continue to fail to pay terminated Plaintiff and the Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid

work time including straight time and overtime wages, missed meal periods, and missed rest periods.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and 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 (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. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." Labor Code § 226(e)(1).

Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that

were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendants violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

**Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave
(Violations of Labor Code §§ 245-248.5)**

Pursuant to Labor Code § 246 (a) an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Throughout the relevant time period, Defendants improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding policies and practices for meal periods and/or shift start and end times/other required off-the-clock work).

Based on information and belief, Defendants further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

In violation of Labor Code § 247.5 Defendants failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees. Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendants' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements. Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to

comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendants' violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendant to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.5, 227.3, 510, 512, 515, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802 and all applicable Wage Orders.

Defendants have violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and the Aggrieved Employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1199, 2802, and 2699(f)(2).

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendants or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,


Lilit Tunyan, Esq.
Partner
TUNYAN LAW, APC

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: ltunyan@tunyanlaw.com
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, August 21, 2025 3:48:57 PM

8/21/2025

LWDA Case No. LWDA-CM-1120300-25
Law Firm : Tunyan Law, APC
Plaintiff Name : William Mojica
Employer: Milrose Consultants, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:
<https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

USPS TRACKING #



9590 9402 8114 2349 9455 36

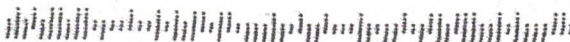
United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

TUNYAN LAW, APC

535 N. Brand Blvd. STE 285
Glendale, CA 91203

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

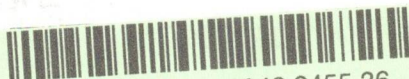


SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MILROSE CONSULTANTS, LLC
498 SEVENTH AVE., 17-TH FL.
NEW YORK, NY 10018



9590 9402 8114 2349 9455 36

2. Article Number (Transfer from service label)

7022 1670 0001 3766 3407

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X H. McCoy

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Date of Delivery

8/30/25

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☒ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Registered Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 8114 2349 9455 67

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

TUNYAN LAW, APC

535 N. Brand Blvd. STE 285
Glendale, CA 91203

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PERMIT ADVISORS, LLC
8370 WILSHIRE BLVD. SUITE 330
BEVERLY HILLS, CA 90211



9590 9402 8114 2349 9455 67

2. Article Number (Transfer from service label)

7022 1670 0001 3766 3377

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

Ian Quinn

C. Date of Delivery

8/26/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Registered Mail Restricted Delivery (500) | |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

7022 1670 0001 3766 3407

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

New York, NY 10018

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$4.40

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage

\$2.17

Total Postage and Fees

\$11.87

Sent To

Street and Apt. No., or P.O.

City, State, ZIP+4®

MILROSE CONSULTANTS, LLC
498 SEVENTH AVE., 17-TH FL.
NEW YORK, NY 10018

PS Form 3800, April 2012

7022 1670 0001 3766 3360

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Sacramento, CA 95814

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$4.40

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage

\$2.17

Total Postage and Fees

\$11.87

Sent To

Street and Apt. No., or P.O.

City, State, ZIP+4®

REGISTERED SOLUTIONS, INC.
AGENT FOR SERVICE OF PROCESS
PERMIT ADVISORS, LLC
720 14-TH STREET
SACRAMENTO, CA 95814

PS Form 3800, April 2012

7022 1670 0001 3766 3377

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Beverly Hills, CA 90211

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$4.40

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage

\$2.17

Total Postage and Fees

\$11.87

Sent To

Street and Apt. No., or P.O.

City, State, ZIP+4®

PERMIT ADVISORS, LLC
8370 WILSHIRE BLVD. SUITE 330
BEVERLY HILLS, CA 90211

PS Form 3800, April 2012

7022 1670 0001 3766 3353

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Sacramento, CA 95833

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$4.40

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage

\$2.17

Total Postage and Fees

\$11.87

Sent To

Street and Apt. No., or P.O.

City, State, ZIP+4®

CSC LAWYERS INCORPORATING SERVICE
AGENT FOR SERVICE OF PROCESS FOR
MILROSE CONSULTANTS, LLC
2710 GATEWAY OAKS DR., SUITE 150N
SACRAMENTO, CA 95833-3505

PS Form 3800, April 2012



VERDUGO VIEJO
101 N VERDUGO RD
GLENDALE, CA 91206-9998
www.usps.com

08/21/2025

04:20 PM

TRACKING NUMBERS

70221670000137663407
70221670000137663377
70221670000137663353
70221670000137663360

TRACK STATUS OF ITEMS WITH THIS CODE
(UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE

Send tracking number to 28777 (2USPS)
Standard message and data rates may apply

TRACK STATUS ONLINE

Visit <https://www.usps.com/tracking>
Text and e-mail alerts available

PURCHASE DETAILS

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope	1		\$2.17
New York, NY 10018 Weight: 0 lb 2.70 oz Estimated Delivery Date Wed 08/27/2025			
Certified Mail® Tracking #:			\$5.30
70221670000137663407			
Return Receipt Tracking #:			\$4.40
9590 9402 8114 2349 9455 36			
Total			\$11.87

First-Class Mail® Large Envelope	1	\$2.17
Beverly Hills, CA 90211 Weight: 0 lb 2.70 oz Estimated Delivery Date		

Total \$11.87
First-Class Mail® 1 \$2.17
Large Envelope
Sacramento, CA 95833
Weight: 0 lb 2.70 oz
Estimated Delivery Date
Mon 08/25/2025
Certified Mail® \$5.30
Tracking #: 70221670000137663353
Return Receipt \$4.40
Tracking #: 9590 9402 8114 2349 9455 43
Total \$11.87

First-Class Mail® 1 \$2.17
Large Envelope
Sacramento, CA 95814
Weight: 0 lb 2.70 oz
Estimated Delivery Date
Mon 08/25/2025
Certified Mail® \$5.30
Tracking #: 70221670000137663360
Return Receipt \$4.40
Tracking #: 9590 9402 8114 2349 9455 50
Total \$11.87

Grand Total: \$47.48
Credit Card Remit \$47.48
Card Name: AMEX
Account #: XXXXXXXXXXXX1001
Approval #: 869820
Transaction #: 943
AID: A000000025010801 Contactless
AL: AMERICAN EXPRESS
PIN: Not Required

TO REPORT AN ISSUE
Visit <https://emailus.usps.com>

PREVIEW YOUR MAIL AND PACKAGES
Sign up for FREE at
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Customer Service
1-800-ASK-USPS
(1-800-275-8777)

Agents do not have any additional
information other than what is provided on
USPS.com.

Tell us about your experience.
Go to: <https://postalexperience.com/Ros>
or scan this code with your mobile device,



or call 1-800-410-7420.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not
6 a party to the within action; my business address is 535 N. Brand Blvd., Suite 285, Glendale, CA
7 91203.

8 On the date indicated below, I served the document described as: **FIRST AMENDED**
9 **COMPLAINT** on the interested parties in this action by sending a true copy thereof to interested
10 parties as follows and as stated on the attached service list:

11 Matt Drenan
12 matt.drenan@quarles.com
13 Nora Steinhagen
14 nora.steinhagen@quarles.com
15 Grace Martin Welter
16 grace.welter@quarles.com
17 **QUARLES & BRADY LLP**
18 101 West Broadway, Suite 1500
19 San Diego, CA 92101-8285
20 Tel: (619) 822-1508

21 **Attorneys for Defendants MILROSE CONSULTANTS, LLC**
22 **and PERMIT ADVISORS, LLC**

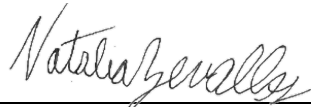
23 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
24 accept electronic service, I caused the documents to be sent to the persons at the electronic
25 service addresses listed above via third-party cloud service **CASEANYWHERE**. I did not
26 receive an error message.

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

Executed on October 27, 2025 at Glendale, California.

Natalia Zevallos

Name



Signature