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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **FOR THE COUNTY OF ALAMEDA**

12 IKRAM EL MAJDI, on behalf of herself and all
 13 others similarly situated,

14 Plaintiff,

15 v.

16 TRANSCORE, LP, a Delaware Limited
 17 Partnership; GTN TECHNICAL STAFFING,
 18 LLC, a Texas Limited Liability Company; and
 DOES 1-50, inclusive.

19 Defendants.
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CASE NO.: 23CV027554

**FIRST AMENDED CLASS AND PAGA
 ACTION COMPLAINT:**

- (1) FAILURE TO PAY PREVAILING WAGES;
- (2) FAILURE TO PAY ALL MINIMUM WAGES;
- (3) FAILURE TO PAY ALL OVERTIME WAGES;
- (4) MEAL PERIOD VIOLATIONS;
- (5) REST PERIOD VIOLATIONS;
- (6) FAILURE TO PAY ALL SICK TIME;
- (7) WAGE STATEMENT VIOLATIONS;
- (8) WAITING TIME PENALTIES;
- (9) VIOLATION OF BUS. & PROF. CODE §§ 16600, 16600.1, 16600.5;
- (10) UNFAIR COMPETITION; &
- (11) PAGA PENALTIES

DEMAND FOR JURY TRIAL

1 Plaintiff Ikram El Majdi (“Plaintiff”), on behalf of herself and all other similarly situated
2 employees, alleges and complains against Defendants Transcore, LP, and GTN Technical Staffing,
3 LLC, and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Transcore, LP develops and provides traffic management systems, and installs
6 intelligent transportation systems, tolling systems, radio frequency identification, an integrity back-
7 office system, and distribution services for its clients across the U.S. and California.

8 2. Plaintiff brings this class action against Defendants for alleged violations of the
9 California Business and Professions Code.

10 3. As set forth below, Plaintiff alleges that Defendant failed to pay Plaintiff and other non-
11 exempt employees who worked on public works prevailing wages. Plaintiff further alleges that
12 Defendant failed to pay for all hours worked due to its failure to record and pay for all time worked
13 off the clock and its unlawful rounding policy/practice. Plaintiff further alleges that Defendant failed
14 to pay all overtime and sick pay compensation at the proper legal rates by failing to properly calculate
15 the “regular rate of pay.” Moreover, Plaintiff alleges that Defendant’s meal and rest period policies
16 and practices failed to allow and permit non-exempt employees to take all compliant and timely meal
17 and rest periods or pay premium wages at the “regular rate of pay” in lieu thereof. Plaintiff further
18 alleges that Defendant failed to provide non-exempt employees with accurate written itemized wage
19 statements in violation of Labor Code § 226(a), and failed to timely pay all final wages upon
20 separation of employment in violation of Labor Code §§ 201-203.

21 4. In addition to the wage-and-hour and PAGA claims alleged herein, Plaintiff also seeks
22 relief for Defendant’s unlawful use, enforcement, and/or attempt to enforce non-compete and non-
23 solicitation agreements and other restrictive covenants that are void under California law. Defendant
24 further failed to provide the required individualized written notice to affected employees, in violation
25 of Business & Professions Code sections 16600, 16600.1, and 16600.5, and engaged in unlawful
26 business practices in violation of section 17200 *et seq.*

27 5. Plaintiff also brings a claim for civil penalties based on the foregoing Labor Code
28 violations under the Private Attorney General Act (“PAGA”).

6. Based on these alleged Labor Code and Business and Professions Code violations, Plaintiff now brings this class action and representative action to recover unpaid wages, damages, restitution, penalties, and other related relief for herself and all other similarly situated non-exempt employees.

JURISDICTION AND VENUE

7. Plaintiff, on behalf of herself and all others similarly situated employees hereby brings this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199, 1720 et seq. including without limitation, sections 1771 - 1815 (all applicable prevailing wage determinations) and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to seeking damages, declaratory relief, interest, penalties, and restitution pursuant to California Business and Professions Code sections 16600, 16600.1, 16600.5, and 17200, *et seq.*, including without limitation, Business and Professions Code section 17206.

8. This class action is brought pursuant to California Code of Civil Procedure § 382.

9. This Court has jurisdiction over Defendants' violations of the California Labor Code, Business and Professions Code and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional minimum.

10. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, Defendants operate in California within the County of Alameda, and Defendants are within the jurisdiction of this Court for the service of process.

PARTIES

11. Plaintiff El Majdi is a resident of California who was employed by Defendants after January 1, 2022.

12. Defendants presented Plaintiff, and Plaintiff signed non-compete and non-solicit clauses as part of the onboarding process.

13. Defendant Transcore, LP is a Delaware Limited Partnership doing business in California.

1 14. Defendant GTN Technical Staffing, LLC is a Texas Limited Liability Company doing
2 business in California.

3 15. Plaintiff is informed and believes and alleges that Defendants are authorized to do
4 business within the County of Alameda and is and/or was the legal employer of Plaintiff and the Class
5 Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants'
6 policies and/or practices complained of herein and has been deprived of the rights guaranteed to her
7 by California Labor Code §§ 201-204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 246, 510,
8 512, 516, 1194, 1197.1, 1199, 1720 *et. seq.*, including without limitation sections 1771 - 1815, all
9 applicable prevailing wage determinations, the California Business and Professions Code sections
10 16600, 16600.1, 16600.5, and 17200 *et seq.*, and applicable Wage Orders.

11 16. Plaintiff is informed and believes, and based thereon alleges, that during the four years
12 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
13 do) business in the State of California, County of Alameda.

14 17. Plaintiff does not know the true names or capacities, whether individual, partner, or
15 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
16 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
17 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and
18 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
19 corporate, was responsible in some manner for the acts and omissions alleged herein and proximately
20 caused Plaintiff and the Class to be subject to the unlawful employment practices alleged herein.

21 18. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
22 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
23 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
24 alleged to have been done by the named Defendants. Furthermore, the Defendants, and each of them,
25 were the agents, servants, and employees of each and every one of the other Defendants, as well as
26 the agents of all Defendants, and at all times herein mentioned were acting within the course and
27 scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or
28 otherwise ratified each and every one of the acts or omissions complained of herein.

19. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Class.

COMMON FACTUAL ALLEGATIONS

20. With locations in Irvine, Hayward, and San Diego, California, Defendants develop and provide traffic management systems, and install intelligent transportation systems, tolling systems, radio frequency identification, an integrity back-office system, and distribution services for its clients across the U.S.

21. Plaintiff began working as a non-exempt employee with the title of “Field Maintenance Technician” beginning on or about August 22, 2022, until her separation from employment on or around October 27, 2022. Plaintiff, along with other employees (including, but not limited to, Technicians, Electricians, and Architects), was responsible for carrying out Defendants’ operations throughout California. Despite their job duties, Plaintiff and other employees were often not afforded the full protections guaranteed under California law, including those set forth in the Business and Professions Code.

22. At all relevant times, Plaintiff and other non-exempt employees regularly worked various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek. Plaintiff alleges that other non-exempt employees were also subjected to the same policies, procedures, practices, working conditions, and corresponding wage and hour violations to which she was subjected during her employment.

23. First, at all relevant times, Defendants failed in their obligation to pay Plaintiff and other non-exempt employees who worked on public works projects their prevailing wages. The DIR explains in its Public Works Manual that prevailing wages are required for all hours worked after a worker reports to the first place where the employer requires his or her presence, including for travel and preparation time. The DIR has noted that “hours worked” for prevailing wage purposes means the time during which an employee is subject to the control of an employer and includes all the time

1 the employee is suffered or permitted to work, whether or not required to do so. The prevailing wage
2 requirements apply to all workers “employed by contractors or subcontractors in the execution of any
3 contract for public work.” Public works employees are not paid the prevailing wage rate and are
4 completely unpaid for the time they are spending in the “execution of” the public works contract,
5 such as time spent receiving instructions, preparing company vehicles and materials at the company’s
6 yard at the start of a shift, drive time to and from the public works job site, and breakdown or cleanup
7 work at the end of the shift. Plaintiff and other non-exempt employees were not adequately paid for
8 all hours worked, in violation of Labor Code §§ 1720 et seq., including but not limited to §§ 1771,
9 1774, 1775, and 1813, and applicable Wage Orders.

10 24. Furthermore, at all relevant times, Defendants have consistently failed to accurately
11 record and pay for all time worked, including the time non-exempt employees were under the
12 employer’s control. This included a policy and practice of time rounding and/or failing to accurately
13 record and capture aggrieved employees’ time, including all time spent working off the clock. As a
14 result of this company-wide policy/practice, Plaintiff and other non-exempt employees are not
15 compensated for all the hours that they work and all of the overtime hours they work, in violation of
16 Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

17 25. California courts have held that rounding time policies can be lawful “if the rounding
18 policy is fair and neutral on its face and ‘it is used in such a manner that it will not result, over a
19 period of time, in failure to compensate the employees properly for all the time they have actually
20 worked. *See’s Candy Shops v. Superior Court* (2012) 210 Cal.App.4th 889, 907 (29 C.F.R. § 785.48;
21 see DLSE Manual, supra, §§ 47.1, 47.2).”

22 26. Here, Defendants’ rounding time policy/practice is not neutral on its face or in its
23 application as Plaintiff and other non-exempt employees are subject to discipline, including
24 termination for being tardy in reporting to work, or returning from a meal period. Moreover, because
25 Defendants can easily track the time worked by non-exempt employees to the minute, the policy
26 exists not for the convenience or benefit of employees trying to report their exact time on timecards
27 or otherwise, but for Defendants’ benefit.

1 27. As a result, over a period of time, Plaintiff and other non-exempt employees were not
2 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
3 and applicable Wage Orders. Additionally, due to the unlawful timekeeping and rounding
4 policy/practices, Plaintiff and other non-exempt employees were not properly paid at the correct
5 overtime rate for hours worked in excess of eight hours per shift in violation of Labor Code § 510.

6 28. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
7 by an applicable state or local law or by an order of the commission a civil penalty, restitution of
8 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
9 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
10 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
11 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
12 underpaid regardless of whether the initial violation was intentionally committed.

13 29. Labor Code § 510 requires an employer to compensate an employee who works more
14 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
15 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
16 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
17 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
18 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
19 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
20 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
21 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

22 30. Further, at all relevant times, Plaintiff and other non-exempt employees worked regular
23 shifts that lasted longer than 8.0 hours in a workday and resulted in non-exempt employees regularly
24 working more than 40 hours in a workweek. However, Defendants uniformly failed to properly
25 calculate and pay overtime wages at the proper legal rate due to Defendants' failure to include all
26 forms of compensation/remuneration, including, but not limited to, on-call bonuses, shift differential
27 pay, non-discretionary bonuses, and all other forms of remuneration in calculating the "regular rate
28 of pay" for purposes of overtime compensation.

1 31. Under the California Labor Code (as well as the FLSA), courts have consistently held
2 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
3 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
4 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
5 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
6 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California
7 and federal law on the grounds that Defendant improperly calculated overtime by excluding annual
8 bonuses paid to employees from the "regular rate of compensation"]; see *Walling v. Youngerman-*
9 *Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very nature must reflect
10 all payments which the parties have agreed shall be received regularly during the workweek,
11 exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact.
12 Once the parties have decided upon the amount of wages and the mode of payment, the determination
13 of the regular rate becomes a matter of mathematical computation, the result of which is unaffected
14 by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§ 778.110
15 ("production bonus") and 778.111 ("piece-rate").

16 32. Labor Code § 510 requires an employer to compensate an employee who works more
17 than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0)
18 hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular
19 rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less
20 than twice the regular rate of pay when an employee works more than twelve (12.0) hours in a
21 workday or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section
22 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8.0)
23 hours in any workday or more than 40.0 hours in any workweek unless the employee receives one
24 and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in
25 the workweek.

26 33. By their policy of requiring Plaintiff and the other non-exempt employees to work in
27 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
28 them at the lawful rate of one-half (1 1/2) their "regular rate of pay," Defendants willfully violated

1 the provisions of Labor Code § 510 and the applicable Wage Orders.

2 34. Similarly, at all relevant times, Defendants also failed in their obligation to provide
3 Plaintiff and other non-exempt employees the legally required paid sick days at the legal rate pursuant
4 to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1, 2015, works
5 in California for the same employer for 30 or more days within a year from the commencement of
6 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
7 worked, beginning at the commencement of employment.” Labor Code § 246(l)(1) provides that paid
8 sick time for non-exempt employees must be “calculated in the same manner as the regular rate of
9 pay for the workweek in which the employee uses paid sick time, whether or not the employee
10 actually works overtime in that workweek.”

11 35. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
12 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
13 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
14 requires employers to “provide an employee with written notice that sets forth the amount of paid
15 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
16 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
17 on the designated pay date with the employee’s payment of wages.”

18 36. Here, at all relevant times, Defendants failed in their obligation to provide Plaintiff and
19 other non-exempt employees the legally required paid sick days at the legal rate, including all forms
20 of compensation, pursuant to Labor Code §§ 246(a), (b). As such, Defendants paid sick time below
21 the “regular rate of pay” as required by Labor Code §§ 246(l) (1-2).

22 37. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
23 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
24 Defendants’ uniform meal period policies/practices, operational requirements, and work demands,
25 Plaintiff and other non-exempt employees often could not take timely and uninterrupted net 30-
26 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
27 non-exempt employees worked more than 10.0 hours in a shift, they were not allowed and permitted
28

1 to take a mandated second meal period before the end of the tenth hour of work in violation of the
2 Labor Code and applicable Wage Orders.

3 38. Making matters worse, Plaintiff and other non-exempt employees were not required to
4 clock in or out during meal periods, and thus, Defendants had a policy/practice of automatically
5 deducting 30-minutes for non-exempt employees' meal periods, regardless of whether a compliant
6 30-minute meal period was actually provided to non-exempt employees. Defendants' uniform
7 policy/practice automatically deducted 30 minutes for meal periods, regardless of whether a 30-
8 minute meal period was actually taken. Indeed, Plaintiff's and other non-exempt employees' meal
9 periods were often cut short, lasting fewer than 30 minutes. As a result of this auto-deduct practice,
10 over time, non-exempt employees were also not properly paid for all hours worked, including
11 overtime, in violation of Labor Code §§ 204, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

12 39. In addition, for each missed or non-compliant meal period, Defendants failed to
13 maintain a mechanism by which non-exempt employees were paid meal period premiums at the
14 "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) and Labor Code §
15 226.7.

16 40. Accordingly, due to Defendants' uniform meal period practices, non-exempt
17 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
18 226.7, 510, 516, and applicable Wage Orders.

19 41. Next, at all relevant times, Plaintiff and other non-exempt employees were not
20 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
21 to Defendant's uniform rest period policies/practices, operational requirements, and work demands.
22 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-
23 minute duty-free rest period for every major fraction of four hours worked. This includes a second
24 rest period for shifts exceeding 6 hours and a third rest period for shifts exceeding 10.0 hours in a
25 workday.

26 42. By not relieving all non-exempt employees of all duties during rest periods,
27 Defendants failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services,*
28 *Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve

1 employees of all duties and relinquish control over how employees spend their time.”] (Emphasis
2 added). In *Augustus*, the California Supreme Court expressly rejected the employer’s assertion that it
3 could provide an on-duty rest period to employees who worked as security guards and further
4 explained: “that employers [must] relinquish any control over how employees spend their break time
5 and relieve their employees of all duties.” *Id.* at 273. Each time non-exempt employees could not take
6 a compliant rest period, Defendants failed and continue to fail to adequately pay rest period premium
7 payments at the “regular rate of pay” as required by Labor Code § 226.7.

8 43. Accordingly, due to Defendants’ uniform rest period policies/practices and work
9 demands, non-exempt employees were regularly denied legally compliant rest breaks in violation of
10 Labor Code §§ 226.7, 512, and applicable Wage Orders.

11 44. As a result of Defendants’ failure to pay Plaintiff and other non-exempt employees for
12 all hours they were subject to the control of Defendants, including all prevailing, minimum, overtime
13 wages, sick pay wages, Defendants’ failure to adequately pay for all overtime/sick pay wages at the
14 appropriate legal rate, and Defendants’ failure to pay all meal and rest period premiums at the “regular
15 rate of pay,” Defendants issued wage statements which failed to identify the gross wages earned
16 accurately, the total hours worked, the net wages earned, and the correct corresponding number of
17 hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

18 45. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
19 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
20 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
21 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
22 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

23 46. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
24 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants’ violations of
25 Labor Code § 226(a). Consequently, because Defendants failed to comply with Labor Code § 226(a),
26 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code §
27 226(e).

1 47. Finally, because of Defendants’ failure to pay all prevailing, minimum and overtime
2 wages, sick time, and meal and rest period premiums at the “regular rate of pay,” Defendants also
3 failed and continue to fail to pay the non-exempt employees all wages owed at their time of separation
4 from employment in violation of Labor Code §§ 201-203.

5 48. At all relevant times, and particularly after January 1, 2022, Defendants required
6 Plaintiff and other employees to sign agreements containing unlawful non-compete/non-solicitation
7 provisions or similar restrictive covenants. These agreements improperly restrained employees from
8 engaging in lawful employment after their employment terminated, in violation of California
9 Business and Professions Code § 16600.

10 49. Senate Bill 699, codified at Business and Professions Code § 16600.5, renders any non-
11 compete agreement void and unenforceable, regardless of where or when it was signed, or whether
12 the employee worked outside of California.

13 50. Assembly Bill 1076, codified at Business and Professions Code § 16600.1, imposes a
14 mandatory notice requirement on employers. Specifically, employers must notify all current and
15 former employees who were employed after January 1, 2022, and who were subject to a noncompliant
16 non-compete clause, that such provisions are void under California law.

17 51. This required notice must be individualized, in writing, and delivered to each affected
18 employee’s last known physical address and email address on or before February 14, 2024.

19 52. Defendants failed to provide the required notice to Plaintiff and other affected
20 employees. Defendants did not send any individualized written communication by mail or email to
21 employees advising them that the non-compete and non-competition clauses in their agreements were
22 void and unenforceable.

23 53. Defendants’ failure to provide the required notice constitutes an independent act of
24 unlawful and unfair competition in violation of Business and Professions Code § 17200. This
25 violation also subjects Defendants to civil penalties of up to \$2,500 per violation pursuant to Business
26 and Professions Code § 17206.

54. Defendants continue to maintain or attempt to enforce these void provisions, thereby chilling employee mobility and violating fundamental California public policies that protect employee freedom to engage in lawful work.

CLASS ACTION ALLEGATIONS

55. Plaintiff brings this action on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

All current or former non-exempt hourly employees who work or worked for Defendants in California during the four years immediately preceding the filing of the Complaint through the date of trial. (the “Class”);

All current or former non-exempt employees who worked for Defendants in California and worked overtime hours during at least one shift during the four years immediately preceding the filing of the Complaint through the date of trial. (“the Overtime Subclass”);

All current or former employees who work or worked for Defendants in California during the one year immediately preceding the filing of the Complaint through the date of trial. (“the Wage Statement Subclass”)

All employees who work or worked for Defendants in California and who left their employment during the three years immediately preceding the filing of the Complaint through the date of trial. (“Waiting Time Penalty Subclass”)

All current or former employees who worked for Defendants in California, who were subject to a non-compete clause or other contract that restrains engagement in a lawful business, profession or trade, in violation of California Business and Professions Code §§ 16600, and who did not receive individualized written notice by February 14, 2024, informing them that such clause/contract was void. (the “Non-Compete Subclass”)

(collectively “the Classes”)

56. **Numerosity/Ascertainability:** The members of the Class are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Class is unknown to Plaintiff at this time; however, it is estimated that the Class consist of at least one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendant's employment and payroll records.

57. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated

employees, which predominate over questions affecting only individual members including, without limitation to:

1. Whether Defendants failed to pay prevailing wages to Class Members;
2. Whether Defendants' timekeeping/rounding policy/practice failed to accurately record and pay for all hours worked by Class Members;
3. Whether Defendants failed to properly calculate the "regular rate of pay" for purposes of paying overtime and sick pay wages to the members of the Class;
4. Whether Defendants provided legally compliant meal and rest periods or proper compensation at the "regular rate of pay" in lieu thereof to members of the Class;
5. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Subclass pursuant to Labor Code § 226(a);
6. Whether the timing and amount of payment of final wages to members of the Waiting Time Penalty Subclass at the time of separation from employment were unlawful;
7. Whether Defendants required employees to enter into non-compete clauses or a contract that restrains engagement in a lawful business, profession, or trade;
8. Whether Defendants failed to provide individualized written notice to Class Members in compliance with Business and Professions Code § 16600.1;
9. Whether Defendants' failure to provide such notice constitutes unlawful or unfair business practices in violation of Business and Professions Code § 17200; and
10. Whether Plaintiff and the Non-Compete Subclass are entitled to restitution, injunctive relief, civil penalties, and attorneys' fees and costs.

58. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Class. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as without limitation, Defendants' failure to pay prevailing wages, Defendants' failure to pay for all hours worked, Defendants' failure to properly pay overtime and sick pay wages, Defendants' failure to provide all compliant meal and rest periods or premiums at the "regular rate of pay" in lieu thereof, Defendants' failure to provide

1 accurate itemized wage statements, Defendants' failure to pay for all wages due upon separation of
2 employment, Defendants' failure to comply with California Business & Professions Code by
3 enforcing restrictive agreements, and Defendants' failure to notify the void nature of such covenants.
4 As such, the common questions predominate over individual questions concerning each class
5 member's showing of eligibility for recovery or the amount of his or her damages.

6 59. **Typicality:** The claims of Plaintiff are typical of the claims of the Class because
7 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
8 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
9 Plaintiff, like the members of the Classes, was deprived of prevailing wages, was deprived of
10 minimum, overtime and sick pay wages, was deprived of meal and rest period premium wages, was
11 subject to Defendants' uniform meal and rest period policies/practices, was not provided accurate
12 itemized wage statements, was not timely paid all wages owed upon separation of employment.
13 Furthermore, Plaintiff, like the members of the Class, was coerced, and/or attempted to enforce
14 restrictive covenants that are void under California law, and was not notified of the void nature of
15 such clauses.

16 60. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
17 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
18 attorneys are ready, willing, and able to fully and adequately represent the members of the Classes.
19 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
20 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
21 members of the Classes. Further, Plaintiff's attorneys have prosecuted and are actively litigating
22 several wage-and-hour and Business & Professions Code class actions in state and federal courts and
23 are committed to vigorously prosecuting this action on behalf of the members of the Class.

24 61. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
25 important public interest in establishing minimum working conditions and standards in California.
26 These laws and labor standards protect the average employee from exploitation by employers who
27 are responsible for following the laws and may seek to take advantage of their superior economic and
28 bargaining power to impose onerous terms and conditions of employment. The nature of this action

1 and the format of laws available to Plaintiff and members of the Classes make the class action format
2 a particularly efficient and appropriate procedure to redress the violations alleged herein. If each
3 employee were required to file an individual lawsuit, Defendants would necessarily gain an
4 unconscionable advantage since they could exploit and overwhelm the limited resources of each
5 individual plaintiff with their vastly superior financial and legal resources.

6 62. Moreover, requiring each member of the Classes to pursue an individual remedy would
7 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
8 against their former and/or current employer for real and justifiable fear of retaliation and permanent
9 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
10 the individual class members, even if possible, would create a substantial risk of inconsistent or
11 varying verdicts or adjudications with respect to the individual class members against Defendants
12 herein and which would establish potentially incompatible standards of conduct for Defendants;
13 and/or legal determinations with respect to individual class members which would, as a practical
14 matter, be dispositive of the interest of the other class members not parties to adjudications or which
15 would substantially impair or impede the ability of the class members to protect their interests.
16 Further, the claims of the individual members of the class need to be sufficiently large to warrant
17 vigorous individual prosecution, considering all of the concomitant costs and expenses attending
18 thereto. As such, the Classes identified in Paragraph 56 are maintainable as Classes under § 382 of
19 the Code of Civil Procedure.

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY PREVAILING WAGES**

22 **(AGAINST ALL DEFENDANTS)**

23 63. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 64. At all relevant times, Plaintiff and other members of the Class worked on various public
25 works projects in California while employed by Defendants.

26 65. The DIR explains in its Public Works Manual that prevailing wages are required for all
27 hours worked after a worker reports to the first place at which his or her presence is required by the
28 employer, including for travel time and preparation time. The DIR has noted that “hours worked” for

1 prevailing wage purposes means the time during which an employee is subject to the control of an
2 employer and includes all the time the employee is suffered or permitted to work, whether or not
3 required to do so. The prevailing wage requirements apply to all workers “employed by contractors
4 or subcontractors in the execution of any contract for public work.” Public works employees are not
5 paid the prevailing wage rate and are completely unpaid for the time they are spending in the
6 “execution of” the public works contract, such as time spent receiving instructions, preparing
7 company vehicles and materials at the company’s yard at the start of a shift, drive time to and from
8 the public works job site, and breakdown or cleanup work at the end of the shift. Plaintiff and other
9 non-exempt employees were not adequately paid for all hours worked in violation of Labor Code §§
10 1720 et seq., including but not limited to §§ 1771 - 1815, and applicable Wage Orders.

11 66. At all relevant times herein, Defendants failed in their obligation to pay Plaintiff and
12 members of the Classes their prevailing wages.

13 67. As a result, Defendants’ practice and uniform administration of corporate policy
14 regarding illegal employee compensation is unlawful and creates an entitlement to recovery by
15 Plaintiff and members of the Classes in a civil action for the unpaid amount of prevailing wages,
16 liquidated damages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit
17 pursuant to Labor Code §§ 1771, 1774, 1775, and 1813, and Code of Civil Procedure § 1021.5.

18 **SECOND CAUSE OF ACTION**

19 **MINIMUM WAGE VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

21 68. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 69. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12
23 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
24 state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the
25 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together
26 with attorneys’ fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
27 wages and interest accrued thereon.

28 70. At all relevant times herein, Defendants failed to record all time accurately worked,

1 including, but is not limited to, failing to record time worked properly and all time spent working off
2 the clock, and Defendants' uniform and unlawful rounding policy/practice, which resulted in these
3 individuals not being paid for all hours they actually suffered or permitted to work. Accordingly,
4 Plaintiff and members of the Classes were not compensated for all hours worked, including all hours
5 they were subject to the control of Defendants and/or suffered or permitted to work under the Labor
6 Code and applicable Wage Orders.

7 71. Labor Code § 1198 makes an employee's employment unlawful under conditions the
8 Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that an
9 employer who has failed to pay its employees the legal minimum wage is liable to pay those
10 employees the unpaid balance of the wages as well as liquidated damages in an amount equal to the
11 wages due and interest thereon.

12 72. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
13 Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages
14 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
15 statutory damages and penalties and other appropriate relief as a result of Defendants' violations of
16 the California Labor Code and applicable Wage Orders.

17 73. Defendants' practice and uniform administration of corporate policy regarding illegal
18 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
19 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
20 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
21 Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

22 **THIRD CAUSE OF ACTION**

23 **FAILURE TO PAY ALL OVERTIME WAGES**

24 **(AGAINST ALL DEFENDANTS)**

25 74. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

26 75. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
27 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
28 hours worked and provide a private right of action for the failure to pay all overtime compensation

1 for overtime work performed.

2 76. At all times relevant herein, Defendants were required to properly pay Plaintiff and
3 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
4 § 1194 and the applicable Wage Orders.

5 77. Section 3 of the applicable Wage Order requires an employer to pay an employee “one
6 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
7 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
8 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
9 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
10 the workweek. Defendant caused Plaintiff to work overtime and hours but did not compensate
11 Plaintiff or members of the Overtime Subclass at one and one-half times their “regular rate of pay”
12 for such hours.

13 78. At all relevant times herein, Defendants failed to conform their pay practices to the
14 requirements of the law. This unlawful conduct includes but is not limited to, Defendants’ failure to
15 pay for all hours properly worked off the clock and time rounding and/or time editing policy/practice
16 as alleged herein above, and Defendants’ failure to include all forms of compensation, including, but
17 not limited to, stipends, shift pay, non-discretionary bonuses, commissions, and incentive pay, in
18 calculating the “regular rate of pay,” which resulted in these individuals not being paid for all
19 overtime hours worked.

20 79. The foregoing policies and practices are unlawful and create an entitlement to recovery
21 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
22 overtime wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit
23 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
24 of Civil Procedure § 1021.5.

25 **FOURTH CAUSE OF ACTION**

26 **MEAL PERIOD VIOLATIONS**

27 **(AGAINST ALL DEFENDANTS)**

28 80. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

81. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of its hourly non-exempt employees, including Plaintiff and members of the Class, with all required meal periods in accordance with the mandates of the California Labor Code and applicable Wage Orders, for the reasons set forth in the Common Allegations section of this Complaint. Making matters worse, Defendants had a policy/practice of automatically deducting 30 minutes from non-exempt employees' meal periods.

82. Despite Defendants' violations, Defendants have not paid an additional hour of pay at the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for each violation, per California Labor Code § 226.7.

83. As a result, Defendants are responsible for paying premium compensation at the “regular rate of pay” for meal period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

84. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

85. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establishes the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked or major fraction thereof.

86. Due to their unlawful rest period policy/practices and operational requirements/work demands, Defendants did not authorize and permit Plaintiff and Class members to take all rest periods to which they were legally entitled.

87. Despite Defendants' violations, Defendants have not paid an additional hour of pay at the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for each violation, per California Labor Code § 226.7.

88. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest

1 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
2 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO PAY ALL SICK TIME**

5 **(AGAINST ALL DEFENDANTS)**

6 89. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

7 90. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1,
8 1198, and 1199 which provide that “[a]n employee who, on or after July 1, 2015, works in California
9 for the same employer for 30 or more days within a year from the commencement of employment is
10 entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning
11 at the commencement of employment.”

12 91. At all times relevant herein, Defendants were required to properly pay Plaintiff and
13 Class members for all sick time pursuant to California Labor Code § 246 and the applicable Wage
14 Orders.

15 92. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must
16 be “calculated in the same manner as the regular rate of pay for the workweek in which the employee
17 uses paid sick time, whether or not the employee actually works overtime in that workweek.”
18 Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated by dividing
19 the employee’s total wages, not including overtime premium pay, by the employee’s total hours
20 worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
21 requires employers to “provide an employee with written notice that sets forth the amount of paid
22 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
23 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
24 on the designated pay date with the employee’s payment of wages.”

25 93. Defendants failed in their obligation to provide Plaintiff and the Class the legally
26 required paid sick days at the legal rate pursuant to Labor Code §§ 246(a), (b). Plaintiff and the Class
27 members were not paid at the correct “regular rate of pay.”

94. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiff and the members of the Class in a civil action for the unpaid amount of wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 246.1192, 1194 *et seq.*, 1197, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

95. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

96. Labor Code 226(a) states in pertinent part the following:

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

97. As set forth above, during the Class Period, Defendants issued wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass, which are inadequate under Labor Code Section § 226(a).

98. Because Defendants failed to pay Plaintiff and the Wage Statement Subclass for all prevailing wages, minimum, overtime, sick pay wages, and missed meal and rest period premiums at the appropriate “regular rate of pay,” Defendants failed to include required information on Plaintiff and the Wage Statement Subclass’ wage statements, including, but not limited to, the total hours worked and the correct corresponding number of hours worked at each hourly rate in violation of Labor Code section 226(a)(1,2,5 and 9).

99. Defendants' failure to comply with section 226(a) of the Labor Code was knowing and intentional.

100. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiff and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendants' pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

EIGHT CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

101. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

102. The actionable period for this cause of action is three years before the filing of this Complaint through the present and ongoing until the violation is corrected, or the class is certified.

103. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and owing to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or around the time their employment is terminated or ended.

104. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Labor Code §§ 201 and 202, the employer is liable for penalties for continued compensation for up to thirty (30) workdays.

105. Defendants willfully failed to pay the Waiting Time Subclass for all hours worked, including all prevailing wages, minimum, overtime, sick pay wages, and their meal and rest period premiums at the “regular rate of pay” before or upon termination or separation from employment with Defendant as required by Labor Code §§ 201 and 202.

106. As a result, Defendants are liable to the Waiting Time Subclass for waiting time penalties amounting to thirty (30) days' wages for Plaintiff and the Waiting Time Subclass pursuant to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination entitles an employee to recover waiting time penalties).

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NINTH CAUSE OF ACTION

**VIOLATION OF BUSINESS & PROFESSIONS CODE §§ 16600, 16600.1, AND 16600.5
(AGAINST ALL DEFENDANTS)**

107. Plaintiff re-alleges and incorporates by reference each and every preceding paragraph as though fully set forth herein.

108. Defendants unlawfully included, maintained, and/or attempted to enforce restrictive covenants in employment agreements that are void and unenforceable under California Business and Professions Code § 16600.

109. Defendants further violated Business and Professions Code § 16600.1 by failing to provide individualized, written notice to Plaintiff and other Class Members on or before February 14, 2024, advising them that such restrictive covenants were void under California law.

110. As a direct and proximate result of Defendants’ unlawful conduct as alleged herein, Plaintiff and the Class have suffered harm and are entitled to civil penalties, injunctive relief, attorneys’ fees, and costs under Business and Professions Code § 16600.5.

TENTH CAUSE OF ACTION

**UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)**

111. Plaintiff re-alleges and incorporates by reference each and every preceding paragraph as though fully set forth herein.

112. Defendants have engaged and continues to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to pay prevailing wages, by failing to pay all minimum, overtime and sick pay wages at the proper legal rate, by failing to provide all legally required meal and rest periods or pay premium payments at the “regular rate of pay” in lieu thereof, by failing to provide accurate wage statements, by failing to pay all earned wages at the time of separation from employment, by requiring Plaintiff and other employees to enter into non-compete clauses and other contracts that seek to restrict the engagement in a lawful trade, business or profession that are void under California law, by failing to provide the required individualized written notice to Plaintiff and other employees in violation of

1 Business and Professions Code section 16600.1, and by continuing to maintain or attempt to enforce
2 such unlawful restrictions, thereby chilling employee mobility and violating California public policy.

3 113. Assembly Bill 1076, codified at Business and Professions Code § 16600.1, requires
4 employers to notify all current and former employees employed after January 1, 2022, who were
5 subject to unlawful non-compete clauses, that such clauses are void. The notice must be
6 individualized, in writing, and sent to the employee's last known mailing and email addresses on or
7 before February 14, 2024.

8 114. Defendants willfully failed to comply with this mandatory notice requirement. This
9 failure constitutes unlawful and unfair competition under the Unfair Competition Law.

10 115. Defendants' utilization of these unfair and/or unlawful business practices deprived
11 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
12 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
13 Defendants' competitors who have been and/or are currently employing workers and attempting to
14 do so in honest compliance with applicable wage and hour laws.

15 116. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
16 herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of
17 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
18 converted by Defendant pursuant to Business and Professions Code §§ 17203 and 17208.

19 117. The acts complained of herein occurred within the last four years immediately
20 preceding the filing of the Complaint.

21 118. Plaintiff was compelled to retain the services of counsel to file this court action to
22 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
23 Defendants' current hourly non-exempt employees, and to enforce important rights affecting the
24 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
25 she is entitled to recover under Code of Civil Procedure § 1021.5.

26 119. As a result of Defendants' conduct, Plaintiff and the Class seek restitution, civil
27 penalties, injunctive relief to prohibit further enforcement of unlawful employment provisions,
28 attorneys' fees, and costs.

ELEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

120. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

121. Defendants have committed several Labor Code violations against Plaintiff and other similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other similarly aggrieved employees, brings this PAGA representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided based on the following Labor Code violations:

a) Failing to pay Plaintiff and similarly Aggrieved Employees their prevailing wages in violation of Labor Code §§ 1771, 1774, 1775, and 181;

b) Failing to pay Plaintiff and similarly Aggrieved Employees for all minimum wages for all hours worked or for which they were subject to the control of the employer;

c) Failing to pay Plaintiff and other similarly Aggrieved Employees all overtime and sick pay wages at the appropriate premium rates in violation of Labor Code §§ 246, 510, 1194, 1194.2, and 1197;

d) Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their statutorily mandated meal periods in violation of Labor Code §§ 2226.7, 512, and applicable Wage Orders;

e) Failing to authorize and permit Plaintiff and other similarly Aggrieved employees with all of their statutorily mandated rest periods in violation of Labor Code §§ 226.7 and 516; and

f) Failing to furnish Plaintiff and other similarly situated employees with complete, accurate, itemized wage statements in violation of Labor Code § 226(a) and applicable Wage Orders;

g) Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203 and applicable Wage Orders;

122. Plaintiff has notified Defendants and the California Labor and Workforce Development Agency (“LWDA”) via email of Defendants’ violations of the California Labor Code § 2698 *et seq.*, with respect to violations of the California Labor Code identified in Paragraph 123 (a)-(g). Now that the sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

123. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Plaintiff's Counsel as Class Counsel;
4. For an order certifying this matter as a class action pursuant to California Code of Civil Procedure § 382;
5. Upon the First Cause of Action for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 1720 and reasonable attorneys' fees and costs;
6. Upon the Second and Third Cause of Action for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, 1197.1, and 1198 and reasonable attorneys' fees and costs;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, and 1198 and reasonable attorneys' fees and costs;
8. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7 and 512;

1 9. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special
2 damages according to proof pursuant to Labor Code §§ 226.7 and 516;

3 10. Upon the Sixth Cause of Action, for compensatory, consequential, general, and special
4 damages according to proof pursuant to Labor Code §§ 246, 558, 1194.2, 1198, and 1199;

5 11. Upon the Seventh Cause of Action, penalties pursuant to Labor Code § 226(a), and
6 reasonable costs and attorney's fees;

7 12. Upon the Eighth Cause of Action, for statutory waiting time penalties pursuant to
8 Labor Code §§ 201-203;

9 13. Upon the Ninth Cause of Action, for an award of actual damages, restitution, statutory
10 penalties, attorneys' fees and costs, and all other relief available pursuant to Business and Professions
11 Code §§ 16600, 16600.1, and 16600.5;

12 14. Upon the Tenth Cause of Action, for restitution to Plaintiff and members of the Classes
13 of all money and/or property unlawfully acquired by Defendant by means of any acts or practices
14 declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.* along with
15 an award of civil penalties of up to \$2,500 per violation pursuant to Business and Professions Code
16 § 17206;

17 15. For preliminary and permanent injunctive relief enjoining Defendants from
18 maintaining, attempting to enforce, or entering into any unlawful contract that restricts the
19 engagement in a lawful profession, business or trade, in violation of Business and Professions Code
20 § 16600 *et seq.*;

21 16. Upon the Eleventh Cause of Action, for civil penalties due to Plaintiff, other similarly
22 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
23 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
24 subsequent violation per employee per pay period for those violations of the Labor Code for which
25 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and
26 costs;

1 17. On all causes of action, for attorneys' fees and costs as provided by Business and
2 Professions Code § 16600.5, Labor Code §§ 218.5, 226, 1194, Code of Civil Procedure § 1021.5, and
3 any other applicable law; and

4 18. For such other relief that the Court may deem just and proper.
5

6 Dated: May 13, 2026

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

7
8
9 By: _____

Joshua Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Putative Classes
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 520, Los Angeles, California 90067.

On May 13, 2026, I served the following document(s) described as **FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action:

Sue M. Bendavid, Esq. sbendavid@lewitthackman.com Nicholas Kanter, Esq. nkanter@lewitthackman.com LEWITT, HACKMAN, SHAPIRO, MARSHALL & HARLAN 16633 Ventura Boulevard, 11 th Floor Encino, California 91436	GTN Technical Staffing, LLC c/o Greg Smith gsmith@teamgtn.com 5151 Belt Line Road, Suite 700 Dallas, Texas 75254
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**Counsel for Defendant
TRANSCORE, LP.**

BY ELECTRONIC MAIL: Based on a Court order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused such the document(s) described above to be sent from my email address to the persons listed above. I did not receive, within a reasonable time after the transmission, any electronic message or indication that the transmission was unsuccessful.

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

Executed on May 13, 2026, at Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia