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Superior Court of California,

County of Alameda

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Deputy Clerk

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

AARON SESSION, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

Total Equipment Management Services LLC,
an Oklahoma limited liability company;
Total Equipment & Rental of Concord LLC, a
California limited liability company;
Total Equipment & Rental of Contra Costa
County LLC, a California limited liability
company;
Total Equipment & Rental of Fremont LLC, a
California limited liability company;
Total Equipment & Rental of Santa Clara
County LLC, a California limited liability
company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **25CV157924**

CLASS ACTION

**CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES AND
PENALTIES FOR:**

**(1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;**

**(2) VIOLATION OF LABOR CODE
SECTIONS 1194 and 510;**

**(3) VIOLATION OF LABOR CODE
SECTION 2802;**

**(4) VIOLATION OF LABOR CODE
SECTION 226;**

**(5) VIOLATION OF LABOR CODE
SECTIONS 201-204;**

**(6) VIOLATION OF LABOR CODE
SECTION 2698 *et seq.*;**

**(7) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Aaron Session (“Plaintiff”) hereby submits their Class Action and Representative
2 Action Complaint for Damages and Penalties against Defendants Total Equipment Management
3 Services LLC, Total Equipment & Rental of Concord LLC, Total Equipment & Rental of Contra
4 Costa County LLC, Total Equipment & Rental of Fremont LLC, Total Equipment & Rental of
5 Santa Clara County LLC, and DOES 1 through 50, inclusive (collectively, “Defendants”), on
6 behalf of themselves and the Class of other similarly situated current and former employees of
7 Defendants for meal period and rest break wages, minimum and overtime wages, reimbursements,
8 and penalties as follows:

9 **INTRODUCTION**

10 1. This class action is brought pursuant to Labor Code §§ 201 to 204, 226, 226.7,
11 510, 512, 1194, 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)), 2802,
12 Industrial Welfare Commission (“IWC”) Wage Order 7-2001 (codified as California Code of
13 Regulations Title 8 § 11070), and Business and Professions Code § 17200 *et seq.* (Unfair
14 Competition Law (“UCL”)).

15 2. This Complaint challenges Defendants’ systemic illegal employment practices
16 resulting in violations of the stated provisions of the Labor Code and Business and Professions
17 Code against the identified class of employees.

18 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
19 severally acted intentionally and with deliberate indifference and conscious disregard to the
20 rights of all employees in (1) failing to provide meal periods and rest breaks; (2) failing to pay
21 all minimum and overtime wages; (3) failing to provide accurate wage statements; (4) failing to
22 reimburse necessary work-related expenses; and (5) failing to pay all wages due and owing upon
23 termination of employment.

24 **JURISDICTION AND VENUE**

25 4. This class action is brought pursuant to California Code of Civil Procedure § 382.
26 The monetary damages sought by Plaintiff exceed the minimal jurisdictional limits of the
27 Superior Court and will be established according to proof at trial. The damages sought by
28 Plaintiff individually are less than \$75,000.00.

5. This Court has jurisdiction over this action pursuant to California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

6. This Court has jurisdiction over the violations of Labor Code §§ 201 to 204, 226, 226.7, 510, 512, 1194, PAGA, 2802, IWC Wage Order 7-2001, and the UCL.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period.

10. Plaintiff is informed and believes and thereon alleges that Defendants are each corporations licensed to do business and actually doing business in the State of California, including the County of Alameda.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and the Class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, Defendants, and each of them, were agents,

1 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
2 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
3 the course and scope of their authority as such agents, partners, joint venturers, representatives,
4 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
5 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
6 authorization and consent of each Defendant designated herein.

7 As such and based upon all the facts and circumstances incident to Defendants' business
8 in California, Defendants are subject to Labor Code §§ 201 to 204, 226, 226.7, 510, 512, 1194,
9 PAGA, 2802, IWC Wage Order 7-2001, and the UCL.

10 **CLASS ACTION ALLEGATIONS**

11 **13. Definition:** Plaintiff seeks class certification pursuant to California Code of Civil
12 Procedure § 382 of a class of all hourly-paid, non-exempt employees of Defendants who worked
13 in California during the period from December 4, 2021, to the present, including the following
14 Subclasses:

15 **(a) Meal Period Subclass:** all hourly-paid, non-exempt employees of
16 Defendants who worked one or more shifts in excess of six (6) hours in
17 California during the period from December 4, 2021, to the present;

18 **As an alternative to Subclass (a):** all hourly-paid, non-exempt employees of
19 Defendants who worked one or more shifts in excess of six (6) hours in
20 California without receiving a 30-minute break during which they were
21 relieved of all duties, during the period from December 4, 2021, to the
22 present;

23 **(b) Rest Break Subclass:** all hourly-paid, non-exempt employees of
24 Defendants who worked one or more shifts of three and one-half (3.5)
25 hours or more in California during the period from December 4, 2021, to
26 the present;

27 **As an alternative to Subclass (b):** all hourly-paid, non-exempt employees of
28 Defendants who worked one or more shifts of three and one-half (3.5)

hours or more in California without receiving all required paid 10-minute breaks during which they were relieved of all duties, during the period December 4, 2021, to the present;

(c) **Overtime Subclass:** all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California during the period from December 4, 2021, to the present;

As an alternative to Subclass (c): all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California and were not properly paid all overtime wages during the period from December 4, 2021, to the present;

(d) **Minimum Wage Subclass** all hourly-paid, non-exempt employees of Defendants who worked in California and were not properly paid all minimum wages during the period from December 4, 2021, to the present;

(e) **Reimbursement Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California, and incurred business expenses for which they were not reimbursed, at any time during the period of December 4, 2021, to the present;

(f) **Wage Statement Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California and received an itemized wage statement during the period of December 4, 2022, to the present;

(g) **Terminated Employee Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California and who were not properly paid all wages on termination or within 72 hours thereof during the period of December 4, 2022, to the present;

14. Numerosity: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are

1 readily ascertainable by objective, easily understood terms contained within the Class and
2 Subclass definitions, and by review of Defendants' records, including payroll records.

3 **15. Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
4 steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's
5 attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff.
6 Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and
7 currently have a number of wage-and-hour class actions pending in California courts.

8 **16.** Defendants administered a corporate policy, practice and/or procedure of (1)
9 failing to pay all overtime and minimum wages; (2) failing to provide meal periods and rest
10 breaks; (3) failing to reimburse work-related expenses; (4) failing to provide accurate wage
11 statements; (5) failing to timely pay all wages due and owing upon termination of employment;
12 and (6) engaging in unfair business practices. Plaintiff alleges this corporate conduct is
13 accomplished with the advance knowledge and designed intent to willfully withhold appropriate
14 wages for work performed members of the Class.

15 **17. Common Question of Law and Fact:** There are predominant common questions
16 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
17 concerning whether Defendants' policies and practices regularly denied Class Members
18 overtime and minimum wages, meal periods and rest breaks, reporting time pay, accurate wage
19 statements, and wages upon termination of employment.

20 **18. Typicality:** The claims of Plaintiff are typical of the claims of all members of
21 the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor
22 Code §§ 201 to 204, 226, 226.7, 510, 512, 1194, 2802, IWC Wage Order 7-2001, and the UCL.
23 Plaintiff worked at least one shift in excess of six hours during which they were not provided all
24 duty-free, legally mandated meal periods. Plaintiff worked at least one shift of 3.5 hours or
25 greater during which they were not authorized and permitted all duty-free, legally mandated rest
26 breaks. Plaintiff incurred business expenses for which they were not reimbursed. Plaintiff
27 worked at least one shift over eight hours during which they were not paid for all hours worked,
28 including overtime hours worked. Plaintiff received wage statements during their employment.

1 Plaintiff's employment terminated during the statutory period and Plaintiff was not timely paid
2 all wages due and owing them upon termination.

3 **19.** The Labor Code upon which Plaintiff bases their claims is broadly remedial in
4 nature. These laws and labor standards serve an important public interest in establishing
5 minimum working conditions and standards in California. These laws and labor standards protect
6 the average working employee from exploitation by employers who may seek to take advantage
7 of superior economic and bargaining power in setting onerous terms and conditions of
8 employment.

9 **20.** The nature of this action and the format of laws available to Plaintiff and members
10 of the Class identified herein make the class action format a particularly efficient and appropriate
11 procedure to redress the wrongs alleged herein. If each employee were required to file an
12 individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
13 advantage since it would be able to exploit and overwhelm the limited resources of each
14 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
15 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
16 employees who would be disinclined to file an action against their former and/or current
17 employer for real and justifiable fear of retaliation and permanent damage to their careers at
18 subsequent employment.

19 **21.** The prosecution of separate actions by the individual Class Members, even if
20 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
21 to individual Class Members against the Defendants and which would establish potentially
22 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
23 individual Class Members which would, as a practical matter, be dispositive of the interest of
24 the other Class Members not parties to the adjudications or which would substantially impair or
25 impede the ability of the Class Members to protect their interests. Further, the claims of the
26 individual members of the Class are not sufficiently large to warrant vigorous individual
27 prosecution considering all of the concomitant costs and expenses.

28 **22.** Such a pattern, practice and administration of corporate policy regarding illegal

1 employee compensation described herein is unlawful and creates an entitlement to recovery by
2 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full amount
3 of minimum and overtime wages, meal period and rest break premiums, reimbursements, and
4 penalties, including interest thereon, attorneys' fees and costs of suit, as well as consequential
5 damages.

6 **23.** Proof of a common business practice or factual pattern, which Plaintiff
7 experienced and is representative of, will establish the right of each Class Member to recovery
8 on the causes of action alleged herein.

9 **24.** The Class is commonly entitled to a specific fund with respect to the
10 compensation illegally and unfairly retained by Defendants. This action is brought for the benefit
11 of the entirety of all Class and will result in the creation of a common fund.

12 **FIRST CAUSE OF ACTION**

13 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

14 **REGARDING MEAL PERIOD AND REST BREAK WAGES**

15 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**
16 **SUBCLASSES (a), (b), (f), and (g))**

17 **25.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 24 as
18 though fully set forth herein.

19 **26.** At all times relevant herein, Plaintiff and the Class and Subclasses (a), (b), (f),
20 and (g) had the right to take a 10-minute rest break for every four (4) hours worked or major
21 fraction thereof, and a 30-minute meal period for every five (5) hours worked.

22 **27.** As a pattern and practice, Defendants at times did not provide employees with all
23 their meal periods and rest breaks, and with timely meal periods, and did not provide proper
24 compensation for this failure.

25 **28.** Defendants' policy of failing to provide Plaintiff and the Class and Subclasses
26 (a), (b), (f), and (g) with all legally-mandated meal periods and rest breaks is a violation of
27 California law.

28 **29.** Defendants willfully failed to pay employees whom they did provide the

1 opportunity to take meal periods and rest breaks the premium compensation set out in Labor
2 Code § 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class and Subclasses
3 (a), (b), (f), and (g) are owed wages for meal period and rest break premiums as set forth above.

4 **30.** Such a pattern, practice and administration of corporate policy as described herein
5 is unlawful and creates an entitlement to recovery by Plaintiff and the Class and Subclasses (a),
6 (b), (f), and (g) identified herein, in a civil action, for the balance of the unpaid premium
7 compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Order, including
8 interest, attorneys' fees, and costs of suit.

9 **SECOND CAUSE OF ACTION**

10 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**

11 **REGARDING OVERTIME AND MINIMUM WAGES**

12 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**
13 **SUBCLASSES (c), (d), (f), and (g))**

14 **31.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 30 as
15 though fully set forth herein.

16 **32.** At all times relevant herein, Defendants were required to compensate their non-
17 exempt employees' minimum wages for all hours worked and overtime wages for all hours
18 worked over eight (8) hours in a day or forty (40) hours in a workweek.

19 **33.** As a pattern and practice, Defendants at times failed to compensate its employees
20 for all hours worked, resulting in a failure to pay all minimum wages and, where applicable,
21 overtime wages.

22 **34.** This resulted in Plaintiff and the Class and Subclasses (c), (d), (f), and (g)
23 receiving total wages in an amount less than minimum wage and, when applicable, deprived
24 Plaintiff and the Class and Subclasses (c), (d), (f), and (g) of overtime wages.

25 **35.** Such a pattern, practice and administration of corporate policy regarding illegal
26 employee compensation as described herein is unlawful and creates an entitlement to recovery
27 by Plaintiff and the Class and Subclasses (c), (d), (f), and (g) in a civil action, for the unpaid
28 balance of the full amount of minimum wages owing, including liquidated damages, interest,

1 attorneys' fees, and costs of suit according to the mandate of California Labor Code § 1194.

2 **THIRD CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTION 2802**

4 **REGARDING BUSINESS EXPENSES**

5 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF THE CLASS AND**
6 **SUBCLASSES (e), (f), and (g))**

7 **36.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 35 as
8 though fully set for herein.

9 **37.** At all times relevant herein, Defendants were required to indemnify their
10 employees for all necessary expenditures or losses incurred in direct consequence of the
11 discharge of the employees' duties, or of the employees' obedience to the directions of the
12 employer pursuant to California Labor Code § 2802.

13 **38.** In violation of Labor Code § 2802, Defendants failed to reimburse Plaintiff and
14 the Class and Subclasses (e), (f), and (g) for all necessary work-related expenses, including, but
15 not limited to, the required use of internet service for work purposes.

16 **39.** Such a pattern, practice and administration of corporate policy as described herein
17 is unlawful and creates an entitlement to recovery by the Plaintiff and the Class and Subclasses
18 (e), (f), and (g) in a civil action, for all damages and/or penalties pursuant to Labor Code § 2802,
19 including interest thereon, penalties, reasonable attorneys' fees, and costs of suit according to
20 the mandate of California Labor Code § 2802.

21 **40.** Defendants' willful failure to provide Plaintiff and the Class and Subclasses (e),
22 (f), and (g) the wages due and owing them upon separation from employment results in
23 continuation of wages up to thirty (30) days from the time the wages were due. Therefore,
24 Plaintiff and Class Members who have separated from employment are entitled to compensation
25 pursuant to Labor Code § 203.

1 **FOURTH CAUSE OF ACTION**
2 **REGARDING RECORD KEEPING**
3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
4 **THE CLASS AND ALL SUBCLASSES)**

5 **41.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 40 as
6 though fully set forth herein.

7 **42.** At all times relevant herein, Defendants were required to maintain accurate
8 records pursuant to the mandate of Labor Code § 226.

9 **43.** In violation of Labor Code § 226, Defendants failed in their affirmative obligation
10 to keep *accurate* records for their California employees. For example, as a result of Defendants'
11 various Labor Code violations, Defendants failed to keep accurate records of Plaintiff and the
12 Class and all Subclasses' gross wages earned, total hours worked, net wages earned, and all
13 applicable hourly rates and the number of hours worked at each hourly rate. Plaintiff received at
14 least one such wage statement during their employment with Defendants. Further, Defendant
15 failed to provide Plaintiff and the Class and Subclasses with itemized wage statements at all for
16 pay periods they only worked off-the-clock (*e.g.*, onboarding time).

17 **44.** Such a pattern, practice and uniform administration of corporate policy as
18 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
19 and all Subclasses identified herein, in a civil action, for all damages and/or penalties pursuant
20 to Labor Code § 226, including interest thereon, penalties, reasonable attorneys' fees, and costs
21 of suit.

22 **FIFTH CAUSE OF ACTION**
23 **VIOLATION OF LABOR CODE SECTIONS 201 to 204**
24 **REGARDING WAITING TIME PENALTIES**
25 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
26 **THE CLASS AND ALL SUBCLASSES)**

27 **45.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 44 as
28 though fully set for herein.

1 **46.** At all times relevant herein, Defendants were required to pay their employees all
2 wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§
3 201 to 204.

4 **47.** As a result of Defendants' alleged Labor Code violations alleged above,
5 Defendants regularly failed to pay Plaintiff and the Class and all Subclasses their final wages
6 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
7 Labor Code § 203.

8 **48.** The conduct of Defendants and their agents and employees as described herein
9 was willfully done in violation of Plaintiff and the Class and all Subclasses' rights, and done by
10 managerial employees of Defendants.

11 **49.** Defendants' willful failure to provide Plaintiff and the Class and all Subclasses
12 the wages due and owing them upon separation from employment results in a continuation of
13 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class
14 Members who have separated from employment are entitled to compensation pursuant to Labor
15 Code § 203.

16 **SIXTH CAUSE OF ACTION**

17 **FOR VIOLATION OF PAGA**

18 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED**
19 **EMPLOYEES)**

20 **50.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 49 as
21 though fully set forth herein.

22 **51.** PAGA expressly establishes that any provision of the California Labor Code
23 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
24 departments, divisions, commissions, boards, agencies or employees for a violation of the
25 California Labor Code, may be recovered through a civil action brought by an aggrieved
26 employee on behalf of himself or herself, and other current or former employees.

27 **52.** Plaintiff seeks to recover all applicable and available PAGA remedies pursuant
28 to Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by

PAGA through a representative action pursuant to the PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not required to, nor do they, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

53. On September 30, 2025, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code they contend were violated, and the theories supporting their contentions. To date, they have not received a direct response. However, in response to correspondence to the LWDA by Defendants offering a proposed cure plan, the LWDA sent correspondence to the Parties on November 19, 2025, stating Defendants' proposal to cure the alleged violations was insufficient, and the LWDA PAGA Unit has determined not to select this matter for conference.

54. Plaintiff and the other non-exempt employees are "aggrieved employees" as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Provide Meal Periods and Rest Breaks

55. At all times relevant herein, Defendants were required to authorize and permit a 10-minute rest break for every four (4) hours worked or major fraction thereof, and provide a 30-minute meal period for every five (5) hours worked, pursuant to the mandate of Labor Code §§ 226.7, 512, and 558.

56. During the relevant time period, Defendants failed to actively relieve Plaintiff and other aggrieved employees of duty for meal periods, failed to provide timely meal breaks, failed to provide second meal periods for shifts of 10 hours or longer, failed to authorize and permit rest breaks (including third rest breaks for shifts over 10 hours) or relieve Plaintiff and other aggrieved employees of duty for rest breaks, and failed to pay meal period and rest break premium wages.

Failure to Pay Overtime and Minimum Wages

57. At all times relevant herein, Defendants were required to compensate their non-exempt, hourly-paid employees minimum wages for all hours worked, and overtime wages as applicable, pursuant to the mandate of Labor Code §§ 510, 1194, 1197, and 1197.1.

1 **58.** During the relevant time period, Defendants failed to compensate Plaintiff and
2 other aggrieved employees for all hours worked, including for time spent completing onboarding
3 paperwork prior to the start of the first workday, for time spent completing off-the-clock work
4 at home, for time spent in required off-the-clock training, for time spent picking up and loading
5 tools prior to the start of the workday, for non-commute travel time, and for time spent working
6 through recorded meal periods. Thus, Defendants did not provide aggrieved employees with the
7 minimum and overtime wages to which they were entitled.

8 **Failure to Timely Pay Wages During Employment**

9 **59.** At all times relevant herein, Defendants were required to pay their employees
10 within the time limits specified under Labor Code §§ 203.1 and 204.

11 **60.** During the relevant time period, Defendants failed to pay Plaintiff and other
12 aggrieved employees all wages due to them within the time period specified by Labor Code §
13 204, including as outlined above and by failing to timely issue paychecks.

14 **Failure to Timely Pay Wages During and Upon Termination of Employment**

15 **61.** At all times relevant herein, Defendants were required to pay their employees in
16 a timely fashion pursuant to the mandate of Labor Code §§ 201 to 204.

17 **62.** As a result of Defendants' Labor Code violations alleged above, Defendants
18 failed to pay Plaintiff and the other aggrieved employees all wages due them within the time
19 periods specified by Labor Code §§ 201-204 during and upon termination of employment.

20 **Failure to Provide Complete and Accurate Wage Statements**

21 **63.** At all times relevant herein, Defendants were required to keep *accurate* records
22 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and 1174(d),
23 and to produce records upon request within the time required by Labor Code § 226(c).

24 **64.** As a result of Defendants' various Labor Code violations, Defendants failed to
25 keep accurate records regarding Plaintiff and other similarly-situated current and former
26 employees. For example, Defendants failed in their affirmative obligation to keep accurate
27 records regarding Plaintiff and other similarly-situated current and former employees' gross
28 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the

1 number of hours worked at each hourly rate. Defendants also failed to provide Plaintiff and other
2 aggrieved employees with itemized wage statements at all for pay periods they only worked off-
3 the-clock (e.g., onboarding time).

4 **Failure to Reimburse Work-Related Expenses**

5 **65.** At all times relevant herein, Defendants were required to reimburse employees for
6 necessary work-related expenses pursuant to the mandate of Labor Code section 2802.

7 **66.** During the relevant time period, Defendants failed to reimburse Plaintiff and other
8 aggrieved employees for the full amount of business expenses, including expenses incurred in the
9 required use of personal internet service for work purposes.

10 **Penalties**

11 **67.** Pursuant to Labor Code § 2699, Plaintiff, individually and on behalf of other
12 current and former aggrieved employees, requests and is entitled to recover from Defendants,
13 and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs pursuant, as
14 well as all statutory penalties against Defendants, and each of them, including but not limited to:

15 **68.** Penalties under California Labor Code § 2699 in the amount of up to two hundred
16 dollars (\$200) for each aggrieved employee per pay period.

17 **69.** Penalties under California Labor Code § 210 in the amount of a hundred dollars
18 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
19 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation, plus
20 25% of the amount unlawfully withheld;

21 **70.** Penalties in the amount of \$25 per employee per pay period for inaccurate wage
22 statements, \$250 per employee for missing wage statements, and \$750 for failure to produce
23 records upon request;

24 **71.** Penalties under Labor Code § 558 in the amount of fifty dollars (\$50) for each
25 aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for
26 each aggrieved employee per pay period for each subsequent violation;

27 **72.** Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100)
28 for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars
(\$250) for each aggrieved employee per pay period for each subsequent violation;

1 **73.** Penalties in an amount sufficient to recover unreimbursed business expenses
2 pursuant to Labor Code section 2802(d);

3 **74.** Any and all additional penalties and sums as provided by the Labor Code and/or
4 other statutes; and

5 **75.** Attorneys' fees and costs as permitted by law.

6 **SEVENTH CAUSE OF ACTION**

7 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***

8 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

9 **THE CLASS AND ALL SUBCLASSES)**

10 **76.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 75 as
11 though fully set for herein.

12 **77.** Defendants, and each of them, have engaged and continue to engage in unfair and
13 unlawful business practices in California by practicing, employing and utilizing the employment
14 practices outlined above, inclusive, to wit, by knowingly denying employees: (1) all overtime
15 and minimum wages, (2) all meal period and rest break wages, (3) reimbursements, (4) accurate
16 wage statements, and (5) all wages due and owing upon termination of employment.

17 **78.** Defendants' utilization of such business practices constitutes unfair, unlawful
18 competition and provides an unfair advantage over Defendants' competitors.

19 **79.** The acts complained of herein occurred within the last four years preceding the
20 filing of the complaint in this action.

21 **80.** Defendants have engaged in unlawful, deceptive and unfair business practices, as
22 proscribed by California Business and Professions Code § 17200 *et seq.*, including those set forth
23 above, thereby depriving Plaintiff and the Class and Subclasses the minimum working condition
24 standards and conditions due to them under the California laws and IWC Wage Orders as
25 specifically described therein.

26 **81.** Plaintiff seeks, on their own behalf, and on behalf of other members of the Class
27 and Subclasses who are similarly situated, full restitution of monies, as necessary and according
28 to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by

means of the unfair practices complained of herein.

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as counsel for the Class;
4. Upon the First Cause of Action, for all meal period and rest break wages owed, and for costs and attorney's fees;
5. Upon the Second Cause of Action, for all minimum wages owed, and for costs and attorney's fees;
6. Upon the Third Cause of Action, for reimbursements, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code §203;
9. Upon the Sixth Cause of Action, for civil penalties and wages pursuant to statute as set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 510, 558, 1174(d), 1194, 1197.1, 2802, and IWC Wage Order 7-2001;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*; and
11. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code §§ 218.5, 218.6, 226, 1194, PAGA, 2802, and Code of

Civil Procedure § 1021.5, and for such other and further relief the Court may
deem just and proper.

Dated: December 4, 2025

YOON LAW, APC



Kenneth H. Yoon
Attorneys for Plaintiff Aaron Session

DEMAND FOR JURY TRIAL

Plaintiff, for themselves and the Class and Subclasses, hereby demands a jury trial as
provided by California law.

Dated: December 4, 2025

YOON LAW, APC



Kenneth H. Yoon
Attorneys for Plaintiff Aaron Session