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SIDDHARTH DRAVID

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

09/16/2025
Clerk of the Court
BY: DAEJA ROGERS
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

SIDDHARTH DRAVID, an individual,
on his own behalf and on behalf of all
others similarly situated,

Plaintiffs,

vs.

PHYSICAL INTELLIGENCE, INC., a
Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.:

CGC-25-629220

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY PREMIUM
OVERTIME WAGES DUE (Cal. Labor
Code §§ 510, 1198; IWC Wage Order No.
4);**
- 2. FAILURE TO MAINTAIN RECORDS
AND PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS (Cal. Labor Code
§226);**
- 3. FAILURE TO PAY WAGES DUE ON
TERMINATION (Cal. Labor Code §§ 201-
203);**
- 4. FAILURE TO REIMBURSE BUSINESS
EXPENSES (Cal. Labor Code § 2802);**
- 5. FAILURE TO PAY ALL SICK LEAVE
WAGES WHEN DUE (Cal. Labor Code
§§201-204, 218, 218.5, 233, 245, 246 et
seq.);**
- 6. FAILURE TO PAY PAID TIME OFF
PAY ON SEPARATION OF
EMPLOYMENT (Cal. Labor Code §227.3);**
- 7. FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS (Cal. Labor
Code §1198.5); and**
- 8. UNFAIR COMPETITION (Cal. Bus. & Prof.
Code §§17200 et seq.)**

DEMAND FOR A JURY TRIAL

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the Plaintiff named herein and his counsel. Each allegation has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

Siddharth Dravid ("Plaintiff") alleges the following:

1. This is a class action brought under California law by an individual who was employed by Physical Intelligence, Inc. ("Defendant") (along with DOES 1 through 100, collectively "Defendants"). Plaintiff brings this action on behalf of himself and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay overtime wages, failure to issue accurate wage statements, failure to pay all wages on termination, failure to reimburse business expenses, failure to pay sick pay, failure to pay PTO pay and failure to allow inspection of employment records.

2. Plaintiffs have worked as employees at Defendant's offices in California. While working, Plaintiffs have been forced to endure stressful and illegal workplace conditions created by Defendant's efforts to maximize profits and tightly control labor costs.

3. Plaintiff, like his co-workers whom Defendant also employed during the applicable limitations period, spend their workdays at Defendant's offices in California, under illegal and highly regimented circumstances. That regimen results from Defendant's insistence to strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all labor costs, failing to pay overtime, failing to issue accurate wage statements, failing to pay all wages on termination, failing to reimburse business expenses, failing to pay sick pay, failing to pay PTO PAY, failing to allow inspection of employment records, and by using other unlawful stratagems to ensure that labor costs remain artificially low.

4. Plaintiff brings this class action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to, premium overtime wages, penalties for failure to provide accurate itemized wage statements, wages and penalties for failure to issue all wages on termination, damages for failure to reimburse business expenses, wages and penalties for failure to pay sick pay, wages for failing to pay PTO pay, penalties for failure to allow inspection of employment records and interest, attorneys' fees, costs, and expenses.

5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for himself and all members of the class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

6. Plaintiff also brings an action seeking relief for Defendant's violations of California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair business practices, as well as injunctive relief.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this Complaint under Code of Civil Procedure §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business & Professions Code* §§ 17200 *et seq.* Plaintiff Siddharth Dravid brings this Complaint on his own behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

8. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in the County of San Francisco and because Defendant owned and operated its business in the County of San Francisco.

PAGA NOTICE

9. Pursuant to the California Labor Code, on or about September 16, 2025, Plaintiff filed a notice with Labor and Workforce Development Agency (LWDA) of his intent to pursue claims against Defendant under the Private Attorney General Act (PAGA). As such,

1 Plaintiff further reserves the right to amend this Complaint once he completes and complies
2 with the provisions under the law.

3 THE PARTIES

4 PLAINTIFF

5 10. At all times relevant hereto, Plaintiff was:

- 6 (a) An individual over age 18 and a resident of San Francisco, California;
- 7 (b) Employed as an hourly employee for Defendant in California;
- 8 (c) Did not receive overtime compensation required by *Labor Code* §§510,
9 511, 558, 1194, 1198 and IWC Wage Order No. 4;
- 10 (d) Did not receive accurate wage statements as mandated by *Labor Code*
11 §226;
- 12 (e) Was not paid all wages owed on termination as mandated by *Labor Code*
13 §§ 201-203;
- 14 (f) Was not reimbursed his necessary business expenses in violation of
15 *Labor Code* § 2802;
- 16 (g) Was not provided sick leave wages when due in violation of *Labor Code*
17 §§201-204, 218, 218.5, 233, 245, 246 et seq.;
- 18 (h) Was not paid PTO wages when due in violation of Cal. *Labor Code*
19 §227.3; and
- 20 (i) Was not provided his personnel records. Each of these was a violation of
21 the *Labor Code*.

22 DEFENDANT

23 11. Plaintiff is informed and believes, and based on that information and belief,
24 alleges, Defendant is, and at all times mentioned herein was:

- 25 (a) A Delaware corporation, with a principal place of business at 396 Treat
26 Avenue, San Francisco, CA 94110. Defendant has been authorized to do
27 business and has been doing business in the County of San Francisco;

- 1 (b) The former employer of Plaintiff and the current and former employer of
2 the putative Class members;
3 (c) Paid Plaintiff and all Class members on an hourly basis;
4 (d) Failed to pay Plaintiff and all putative Class members premium overtime
5 wages;
6 (e) Failed to provide Plaintiff and all putative Class members with accurate
7 itemized wage statements;
8 (f) Failed to pay Plaintiff and all putative Class members wages owed on
9 termination and/or resignation;
10 (g) Failed to reimburse business expenses to Plaintiff and all putative Class
11 members;
12 (h) Failed to provide sick pay for Plaintiff and all putative Class members;
13 (i) Failed to provide PTO pay to Plaintiff and all putative Class members;
14 and
15 (j) Failed to provide Plaintiff and all putative Class members their personnel
16 records. Each of these was a violation of the *Labor Code*.

17 12. The true names and capacities, whether individual, corporate, subsidiary,
18 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
19 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
20 *Civil Procedure* § 474. Plaintiff will seek leave to amend his Complaint to allege the true
21 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

22 13. Plaintiff is informed and believes, and based on that information and belief
23 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
24 reside in or are authorized to do, or are otherwise doing, business in the State of California.
25 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
26 conduct business in the County of San Francisco. Each of the Defendants DOES 1 through 100
27 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
28

1 alter ego and/or representative of one or more of the other Defendants named herein, and acting
2 with permission, authorization, and/or ratification and consent of the other Defendants.

3 14. Plaintiff is informed and believes, and based on that information and belief
4 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
5 inclusive, are responsible in some manner for one or more of the events and happenings that
6 proximately caused the injuries and damages hereinafter alleged.

7 15. Plaintiff is informed and believes, and based on that information and belief
8 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
9 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of
10 the other Defendants and that each Defendant was acting within the course and scope of his,
11 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
12 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the
13 Class, for the damages sustained as a proximate result of their conduct.

14 16. Plaintiff is informed and believes, and based on that information and belief
15 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
16 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
17 themselves and entered into a combination and systemized campaign of activity to *inter alia*
18 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
19 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
20 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
21 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
22 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
23 the actions of one Defendant was accomplished in concert with, and with the knowledge,
24 ratification, authorization and approval of each of the other Defendants.

25 **CLASS ALLEGATIONS**

26 **A. The Definition of the Class**

27 17. The Class ("the Class") is defined as follows:
28

1 (a) "All current and former employees who were hourly paid employees of
2 Defendant and worked for Defendant in California at any time during the period
3 commencing on the date that is four (4) years prior to the filing of this
4 Complaint and continuing through the present date (the "Class Period")."

5 (b) "All persons who were hourly paid employees of Defendant and worked for
6 Defendant in California and left the employ of Defendant at any time during the
7 period commencing on the date that is within one (1) year prior to the filing of
8 this Complaint and continuing through the present date (the "Class Period")."

9 Plaintiff reserves his right under Rule 3.765 of the California Rules of Court to
10 amend or modify the Class description with greater specificity or further
11 division into subclasses or limitation to particular issues.

12 **B. Maintenance of the Action**

13 18. Plaintiff brings this action individually and on behalf of himself and as
14 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
15 and 17204 and *Code of Civil Procedure* § 382.

16 **C. The Class Requisites**

17 19. At all material times, Plaintiff was a member of the Class.

18 20. The Class action meets the statutory prerequisites for maintaining a class action
19 under Code of Civil Procedure § 382 in that:

20 (a) The persons who comprise the Class are so numerous that the joinder of all
21 those persons is impracticable and the disposition of their claims as a Class
22 will benefit the parties and the Court;

23 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
24 that are raised in this Complaint are common to the Class and will apply
25 uniformly to every Class member;

26 (c) The claims of the representative Plaintiff are typical of the claims of each
27 Class member. Plaintiff, like all Class members, has sustained damages
28 arising from Defendant's violations of the laws of the State of California.

1 Plaintiff, and the Class members, were and are similarly or identically
2 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
3 pattern of misconduct engaged in by the Defendant;

- 4 (d) The representative Plaintiff has, and will continue to, fairly and adequately
5 represent and protect the interests of the Class and has retained counsel
6 who are competent and experienced in class action litigation. There are no
7 material conflicts between the claims of the representative Plaintiff and the
8 Class members that would make class certification inappropriate. Counsel
9 for the Class will vigorously assert the claims of all Class members.

10 21. The persons who comprise the Class are so numerous that joining all of them is
11 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
12 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
13 will fairly and adequately protect the interests of the Class he seeks to represent. Plaintiff does
14 not have any interests that are antagonistic to the Class he seeks to represent. Counsel for
15 Plaintiff are experienced, qualified and generally able to conduct complex class action
16 litigation.

17 22. The Court should permit the action to be maintained as a class action under
18 *Code of Civil Procedure* § 382 because:

- 19 (a) The questions of law and fact common to the Class predominate over any
20 question affecting only individual members:
21 (b) A class action is superior to any other available method for fairly and
22 efficiently adjudicating the claims of the Class;
23 (c) The Class members are so numerous that it is impractical to bring all of
24 them before the Court;
25 (d) Plaintiff and other Class members will not be able to obtain effective and
26 economic legal redress unless the action is maintained as a class action;
27 (e) There is a community of interest in obtaining appropriate legal and
28 equitable relief for the statutory violations, and in obtaining adequate

1 compensation for the damages and injuries for which Defendant is
2 responsible in an amount sufficient to adequately compensate the Class
3 members;

4 (f) Without Class certification, the prosecution of separate actions by
5 individual Class members would create a risk of:

- 6 i. Inconsistent or varying adjudications for individual Class members
7 that would establish incompatible standards of conduct for
8 Defendant; and/or,
9 ii. Adjudication for individual Class members that would, as a
10 practical matter, dispose of other non-party members' interests, or
11 that would substantially impair or impede the non-parties' ability
12 to protect their interests, by, for example, potentially exhausting
13 the funds available from Defendant, and

14 (g) Defendant has acted or refused to act on grounds generally applicable to
15 the Classes, making final injunctive relief appropriate for the Class, as a
16 whole.

17 23. Plaintiff contemplates eventually issuing notice to the proposed Class Members
18 that would set forth the subject and nature of the action. The Defendant's own business records
19 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
20 any further notices may be required, Plaintiff would contemplate using additional media and/or
21 mailing.

22 GENERAL ALLEGATIONS

23 24. At all times material hereto, Defendant has been and is, a company comprised of
24 a group of engineers, scientists, roboticists, and company builders developing foundation
25 models and learning algorithms to power robots.

26 25. Plaintiff and members of the Class were employed as Robot Operators and other
27 non-exempt employees by Defendant in California at various times during the Class Period.

26. The employment by Defendant of the Class members, and each them, is governed by Industrial Welfare Commission Wage Order No. 4, which covers those persons employed in the professional, technical, clerical, mechanical and similar occupations.

THE CONDUCT

27. Plaintiff seeks relief from Defendant's uniform policies and practices of denying Plaintiff and members of the Class wages and compensation owed under California law.

28. Starting on or about April 25, 2025 and continuing to August 12, 2025, Defendant employed Plaintiff on an hourly basis as a Robot Operator at its offices in San Francisco, California. Plaintiff performed testing of robotics, obtained data and analyzed data.

29. While employed by Defendant as a Robot Operator, Plaintiff was paid approximately \$25.00 per hour.

REGULAR RATE OF PAY

30. California law uses the terms "compensation" and "pay" interchangeably and requires that all applicable remuneration, including but not limited to, commissions, and/or non-discretionary shift premiums, etc., be included when calculating an employee's regular rate of pay.

31. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or should have known that Plaintiff and Class members were entitled to be paid at a regular rate of pay, and corresponding overtime, sick pay and PTO rates, that included as eligible income all income derived from all forms of compensation.

32. Defendant failed to properly pay and calculate overtime, sick pay and PTO due to excluding shift premiums from overtime, sick pay and PTO pay calculations. Such shift premiums are required under California law to be included in an employee's regular rate of pay for overtime, sick pay and PTO pay calculations. Defendant failed to do so, thereby failing to pay employees their full wages as required under the Labor Code.

33. Plaintiff and members of the Class received shift premiums that must be included when calculating their regular rates of pay for purposes of overtime, sick pay and PTO pay. However, Defendant failed to correctly calculate Plaintiff and members of the

1 Class's overtime, sick pay and PTO pay to include all applicable remuneration, including, but
2 not limited to, shift premiums, etc.

3 **FAILURE TO PAY OVERTIME**

4 34. Under California law, non-exempt employees as defined by Wage Order No. 4,
5 are entitled to premium wages for overtime worked. Under California law, an hourly paid
6 employee is entitled to overtime pay when they exceed eight hours of work in a single day,
7 exceed 40 hours of work in a week or work seven days in a row.

8 35. During the Class Period, it was the practice and policy of Defendant to not
9 properly pay employees' overtime. Plaintiff and Class members were not paid overtime
10 because shift premiums were not blended into their regular rate of pay for purposes of paying
11 overtime at the proper rate. Further, Defendant did not pay Plaintiff and Class members
12 overtime at the rate of time and one half. As a result, Plaintiff and Class members were not
13 properly paid for all of the overtime time hours they worked.

14 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

15 36. As a result of Defendant's failure to pay employees at required overtime, sick
16 pay rates and PTO rates, the wage statements issued to the employees did not comply with
17 *Labor Code* §226 and the California Industrial Welfare Commission ("IWC") Wage Order No.
18 4 in that they did not accurately reflect all wages earned and due and owing.

19 **FAILURE TO PAY WAGES ON TERMINATION**

20 37. As a further result of Defendant's failure to pay employees at required overtime,
21 sick pay rates and PTO rates, when the employees left their employ, they were not timely paid
22 all wages due them, as required by Labor Code §§ 201, 202 and IWC Wage Order No. 4.

23 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

24 38. Defendant failed to reimburse Plaintiff and Class members for their personal cell
25 phone use.

26 **FAILURE TO PROPERLY PAY SICK PAY WAGES**

27 39. Defendant failed to provide Plaintiff and the Class sick pay wages because shift
28 premiums were not blended into their regular rate of pay for purposes of paying sick pay.

1 **TO PAY PAID TIME OFF PAY ON SEPARATION OF EMPLOYMENT**

2 40. Defendant failed to provide Plaintiff and the Class PTO wages because shift
3 premiums were not blended into their regular rate of pay rate for purposes of paying PTO pay.

4 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

5 41. Defendant failed to allow Plaintiff and Class members to timely inspect their
6 records and payroll files.

7
8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME**

10 **(Labor Code §§510, 511 558, 1194, 1198 and IWC Wage Order No. 4 by Plaintiff Against**
11 **Defendant and Does 1-100)**

12 42. Plaintiff and the Class reallege and incorporate by reference all of the allegations
13 set forth in this Complaint.

14 43. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
15 Code §§510, 1194, and 1198, and IWC Wage Order No. 4, Defendant was required to
16 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
17 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
18 hours on the seventh (7th) consecutive day of any work week.

19 44. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
20 who had not been paid overtime compensation could recover the unpaid balance of the full
21 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
22 fees and costs of suit.

23 45. Pursuant to IWC Wage Order No. 4-2001, § 3, "Employment beyond eight (8)
24 hours in any workday is permissible provided the employee is compensated for such overtime
25 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
26 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
27 workday...

28 46. California Labor Code section 558 provides in pertinent part:

1 (a) Any employer or other person acting on behalf of an employer who violates,
2 or causes to be violated, a section of this chapter or any provision regulating
3 hours and days of work in any order of the Industrial Welfare Commission shall
4 be subject to a civil penalty as follows:

5 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
6 each pay period for which the employee was underpaid in addition to an
7 amount sufficient to recover underpaid wages.

8 (2) For each subsequent violation, one hundred dollars (\$100) for each
9 underpaid employee for each pay period for which the employee was underpaid
10 in addition to an amount sufficient to recover underpaid wages.

11 (3) Wages recovered pursuant to this section shall be paid to the affected
12 employee...

13 (c) The civil penalties provided for in this section are in addition to any other
14 civil or criminal penalty provided by law.

15 47. As alleged above, Defendant failed to pay Plaintiff and the Class at the rate of
16 time and one half when they worked overtime.

17 48. California law also requires that any compensation, including a shift premium or
18 other pay, must be included in the regular rate of pay. Defendant failed to blend shift premiums
19 when calculating Plaintiff and Class members' regular rate in workweeks when they earned
20 such pay and worked overtime. Plaintiff earned a graveyard premium, As such, Plaintiff and
21 Class members were paid at an overtime rate less than the rate required under California law.

22 49. Throughout Plaintiff's employment, Defendant failed and refused to pay and
23 properly calculate overtime compensation to Plaintiff and Class Members as required by law.

24 50. The foregoing overtime compensation is owed and unpaid. As a direct and
25 proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class
26 Members suffered damages in an amount to be proven at trial.

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51. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION
FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE
ITEMIZED STATEMENTS

(Labor Code §226 By Plaintiff Against Defendant and Does 1 through 100)

52. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

53. Pursuant to IWC Wage Order No. 4, Defendant was the employer of Plaintiff and the Class.

54. Pursuant to California Labor Code sections 226 and 1174, and Wage Order No. 4, section 7, Defendant is required to maintain and provide accurate records relating to employee compensation including all formulas and production records used to calculate wages due.

55. Defendant is further required to provide, *inter alia*, semimonthly or at the time of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2) all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which the employee is being paid; (5) the name of the employee; and (6) the name and address of the legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

56. Section 226(e) provides that an employee is entitled to recover \$50 for the initial pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period, not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods in which the employer knowingly and intentionally failed to provide accurate itemized statements to the employee causing the employee to suffer injury.

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1 57. Notwithstanding these provisions. Defendant has engaged in a uniform practice
2 of refusing to maintain and provide the accurate records and wage statements required by
3 California law.

4 58. Throughout the Class Period, Defendant intentionally and knowingly provided
5 Plaintiff and other members of the Class with weekly itemized wage statements containing
6 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
7 that the payments owed to Plaintiff and the members of the Class for overtime compensation,
8 sick pay and PTO pay were not included in gross wages earned by Plaintiff and members of the
9 Class.

10 59. As a result, Plaintiff and members of the Class have been injured by having been
11 deprived of the true facts pertaining to their compensation and employment.

12 60. Plaintiff and members of the Class were damaged by these failures because,
13 among other things, the failures led them to believe that they were not entitled to overtime, sick
14 pay and PTO pay, even though they were so entitled and these failures hindered them from
15 determining the amounts of wages owed to them.

16 61. Plaintiff and members of the Class are entitled to the amounts provided in Labor
17 Code §226(e), plus attorneys' fees and costs.

18 62. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
19 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
20 provided by law for Defendant's improper conduct.

21
22 **THIRD CAUSE OF ACTION**

23 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

24 **(Labor Code §§201-203 By Plaintiff against Defendant and Does 1 through 100)**

25 63. Plaintiff and the Class reallege and incorporate by reference all of the allegations
26 set forth in this Complaint.

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1 64. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
2 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
3 from employment, unpaid wages are due and payable within 72 hours of resignation.

4 65. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
5 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
6 paid, not to exceed thirty days.

7 66. Plaintiff and the Class were discharged and/or resigned from Defendant's
8 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

9 67. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's
10 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

11 12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO REIMBUSE BUSINESS EXPENSES**

14 **(Labor Code §2802 By Plaintiff against Defendant and Does 1 through 100)**

15 68. Plaintiff and the Class reallege and incorporate by reference all of the allegations
16 set forth in this Complaint.

17 69. Labor Code §2802 requires employers to indemnify employees for all necessary
18 expenditures incurred by employees in the discharge of their duties.

19 70. At all times relevant herein, Defendant was aware that Plaintiff and Class
20 members were using their personal cell phones for business, but failed to indemnify Plaintiff
21 and Class members for all their business-related expenses, including wear and tear expenses, in
22 accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that
23 at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class
24 members for their work-related expenses that they incurred in using their cell phones for work-
25 related purposes.

26 71. As a result of Defendant's conduct, Plaintiff and Class Members suffered
27 damages in an amount, subject to proof, to the extent they were not reimbursed for all of their
28 business-related expenses incurred in the discharge of their duties.

72. Pursuant to Labor Code §2802, Plaintiff and Class Members are entitled to recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL SICK LEAVE WAGES WHEN DUE

(Cal. Labor Code §§201-204, 218, 218.5, 233, 245, 246 et. seq. By Plaintiff Against Defendant and Does 1 through 100)

73. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

74. Section 246 (1) requires that employers pay sick time pay to non-exempt employees at the employee's "regular rate of pay." Employers must calculate paid sick leave for nonexempt employees (1) "in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek" or (2) "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

75. The “regular rate of pay” includes all remuneration for employment paid to the employee with the exception of overtime pay and includes, but is not limited to base hourly wages, shift premiums and other forms of non-discretionary wages.

76. Defendant failed to properly calculate and pay Plaintiff and Class members sick pay wages.

77. California law also requires that any compensation, including a shift premium be included in the sick pay rate of pay. Defendant failed to blend shift premiums when calculating Plaintiff and Class members' regular rate in workweeks when they earned sick pay. As such, Plaintiff and Class members were paid at a sick pay rate less than the rate required under California law.

1 78. Plaintiff and Class members earned shift premiums when working graveyard and
2 other shifts. However, those shift premiums were not blended into their sick pay rate for
3 purposes of calculating sick pay.

4 79. Moreover, Section 204 provides that wages are generally due and payable no later
5 than seven days after the end of a pay period or at least twice during each calendar month, on
6 days designated in advance as the regular paydays. Section 201 provides if an employer
7 discharges an employee, the wages earned and unpaid at the time of discharge are due and
8 payable immediately. Section 202 provides that an employee is entitled to receive all unpaid
9 wages no later than 72 hours after an employee quits his or her employment, unless the employee
10 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case
11 the employee is entitled to his or her wages at the time of quitting. Section 203 provides that if
12 an employer willfully fails to pay wages owed in accordance with Sections 201 and 202, then
13 the wages of the employee shall continue as a penalty from the due date, and at the same rate
14 until paid, but the wages shall not continue for more than thirty (30) days.

15 80. Because Defendant did not pay Plaintiff and members of the Class all owing and
16 underpaid sick pay wages, Defendant violated Sections 201-204, 246, and other Labor Code
17 sections. Defendant willfully failed to timely pay Plaintiff and members of the Class all their
18 wages due during employment and failed to timely pay all their wages due upon the termination
19 of their employment within the times prescribed by the Labor Code and is therefore subject to
20 applicable penalties, including a waiting time penalty, for each day, up to a thirty (30) day
21 maximum, pursuant to Section 203.

22 81. Labor Code section 233 provides: "Any employer who provides sick leave for
23 employees shall permit an employee to use in any calendar year the employee's accrued and
24 available sick leave entitlement, in an amount not less than the sick leave that would be accrued
25 during six months at the employee's then current rate of entitlement, for the reasons specified in
26 subdivision (a) of Section 246.5."

27 82. During the relevant time period, Defendant intentionally and willfully failed to
28 pay Plaintiff and members of the Class their sick pay wages at the regular rate including shift

1 premiums of pay required by law. Accordingly, Plaintiff and members of the Class did not
2 receive the full amount of paid sick time that they were entitled to receive by law, and were
3 therefore denied the right to use sick leave within the meaning of Labor Code Sections 233(a)
4 and (c).

5 83. Any employer who violates Labor Code section 233 is liable to employees for
6 the greater of one day's pay or actual damages, reasonable equitable relief, and reasonable
7 attorneys' fees and costs. Lab. Code sections 233(d), (e).

8 84. Labor Code section 218 authorizes a private right of action to recover unpaid
9 wages, including under sections 204 and 233.

10 85. Pursuant to Labor Code sections 218 and 218.5, Plaintiff and members of the
11 Class are entitled to recover the full amount of their unpaid wages, applicable penalties,
12 prejudgment interest on the amount of their unpaid wages, reasonable attorneys' fees and costs
13 of suit.

14 15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO PAY VESTED VACATION PAY ON SEPARATION OF** 17 **EMPLOYMENT**

18 **(Cal. Labor Code §227.3 – By Plaintiffs against Defendant and Does 1 through 100)**

19 86. Plaintiff and the Class reallege and incorporate by reference all of the allegations
20 set forth in this Complaint.

21 87. California Labor Code section 227.3 requires an employer that provides paid
22 vacation, including Paid Time Off, to an employee to pay to the employee all vested and
23 unused vacation/Paid Time Off as wages upon the employee's termination. Pursuant to
24 California Labor Code section 201, such wages must be paid immediately at the time of
25 discharge.

26 88. During their employment with Defendant, Plaintiff and Class members received
27 shift premiums that were not blended into their regular rate of pay for purposes of paying PTO
28 pay.

1 89. At all relevant times herein, Defendant had a policy and practice of failing to
2 pay all accrued, vested and unused paid time off upon Plaintiff's and Class members'
3 separation from employment because Defendant failed to properly blend premiums into
4 Plaintiff and Class members' regular rate of pay for purposes of paying PTO.

5 90. Thus, Defendant paid Plaintiff and the members of the Class for PTO at the
6 incorrect rate of pay. Defendant failed to take into account all non-discretionary incentives,
7 such as shift premiums. This resulted in underpayments of PTO to Plaintiff and members of the
8 Class.

9 91. Defendant terminated Plaintiff's employment on or about August 12, 2025. At
10 the time of his employment, Plaintiff had accrued Paid Time Off, which he had not yet used.

11 92. Defendant did not pay Plaintiff all of his vested and unused paid time off as
12 wages immediately upon his termination.

13 93. Plaintiff is informed and believes and based thereon alleges Defendant's willful
14 failure to pay all PTO wages due and owing to Plaintiff and Class members upon separation
15 from employment results in a continued payment of wages up to thirty (30) days from the time
16 the wages were due. Therefore, Plaintiff and Class members are also entitled to compensation
17 pursuant to Labor Code sections 201-203.

18 94. Defendant is liable to Plaintiff and the members of the Class for payment of all
19 vested and unused Paid Time Off, paid at Plaintiff's and the members of the Class's regular
20 rates of pay as of the date of termination, plus penalties, interest, attorneys' fees and costs.

21 22 **SEVENTH CAUSE OF ACTION**

23 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

24 ***(Labor Code §1198.5 By Plaintiff Against Defendant and Does 1 through 100)***

25 95. Plaintiff and the Class reallege and incorporate by reference all of the allegations
26 set forth in this Complaint.

27 96. California Labor Code Section 1198.5 provides:
28

- 1 (a) Every current and former employee, or his or her representative, has the
2 right to inspect and receive a copy of the personnel records that the
3 employer maintains relating to the employee's performance or to any
4 grievance concerning the employee.
- 5 (b) The employer shall make the contents of those personnel records available
6 for inspection to the current or former employee, or his or her
7 representative, at reasonable intervals and at reasonable times, but not later
8 than 30 calendar days from the date the employer receives a written request,
9 unless the current or former employee, or his or her representative, and the
10 employer agree in writing to a date beyond 30 calendar days to inspect the
11 records, and the agreed-upon date does not exceed 35 calendar days from
12 the employer's receipt of the written request to inspect the records. Upon a
13 written request from a current or former employee, or his or her
14 representative, the employer shall also provide a copy of the personnel
15 records,..... later than 30 calendar days from the date the employer receives
16 the request...
- 17 (k) If an employer fails to permit a current or former employee, or his or her
18 representative, to inspect or copy personnel records within the times specified I
19 this section... the current or former employee may recover a penalty of seven
20 hundred fifty dollars (\$750) from the employer.
- 21 (1) A current or former employee may also bring an action for injunctive relief
22 to obtain compliance with this section, and may recover costs and reasonable
23 attorney's fees in such an action.

24 97. Additionally, pursuant to IWC Wage Order No. 4, at section 7 re: Records,
25 employers are required to keep accurate payroll records on each employee, and such records
26 must be made readily available for inspection by the employee upon reasonable request. The
27 employer must also maintain accurate production records.

28 98. On or about September 16, 2025, Plaintiff's counsel issued a written request to
Defendant for copies of his personnel records.

99. Under California Labor Code Sections 226, 432 and 1198.5, such records were
to include all records relating to Plaintiff's hours worked, wage statements and compensation.
Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
records.

100. As a direct result and consequence of Defendant's failure and refusal to permit Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of \$750 based upon Defendant's violation of §1198.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(Business & Professions Code §§ 17200 *et seq.* By Plaintiff Against Defendant and Does 1 through 100)

101. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

102. Pursuant to IWC Wage Order No. 4, Defendant was the employer of Plaintiff and the Class. Defendant is also a "person" as that term is defined in Business & Professions Code §17021.

103. The Business & Professions Code defines unfair competition as any unlawful, unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay Plaintiff and the Class overtime compensation; (2) furnish Plaintiff and the Class with accurate itemized wage statements, as mandated by the applicable Labor Code and Industrial Welfare Commission requirements, (3) pay all wages on termination, (4) pay sick pay, (5) reimburse business expenses, (6) pay PTO pay and (7) provide personnel records, all in violation of Business & Professions Code §§ 17200 *et seq.*

104. By and through the unfair and unlawful business practices described herein, Defendant has obtained valuable property, money and services from the Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class.

105. All the acts described herein are violations of, among other things, the Labor Code and Industrial Commission Wage Order No. 4, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

106. Plaintiff and the Class are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

107. Plaintiff and the Class are further entitled to, and do, seek a declaration that the above-described business practices are unfair and unlawful and that injunctive relief should be issued restraining Defendant from engaging in any of the above described unfair and unlawful business practices in the future.

108. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a consequence of the unfair and unlawful business practices of Defendant. As a result of the unfair and unlawful business practices described above, Plaintiff and the Class have suffered and will continue to suffer irreparable harm unless Defendant is restrained from continuing to engage in these unfair and unlawful business practices. In addition, Defendant should be required to disgorge the unpaid moneys to Plaintiff and the Class.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor and against Defendant as follows:

1. For compensatory damages in the amount of unpaid overtime due to Plaintiff and Class members, according to proof;

2. For payment of unpaid wages in accordance with California labor and employment law;

1 3. For compensatory damages in the amount of Plaintiff and Class members' cell
2 phone for business purposes, costs and attorneys' fees pursuant to Cal. Code Civ. Proc.
3 §2802(c);
4 4. For sick pay;
5 5. For PTO pay;
6 6. For an award of consequential damages in Plaintiff and Class members' favor
7 and against Defendant, in an amount to be proven at trial;
8 7. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
9 8. For payment to Plaintiff and Class members of waiting time penalties pursuant
10 to *Cal. Lab. Code* §203, in an amount equal to their respective daily rates of pay at the time of
11 termination or layoff, multiplied by the total amount of days elapsed between the date of the
12 involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a
13 maximum of 30 days' pay, according to proof;
14 9. For specific relief enforcing waiting time penalties of 30 days of per diem wages
15 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
16 10. For prejudgment interest accrued on all due and unpaid overtime wages from the
17 date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a),
18 according to proof;
19 11. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5,
20 according to proof;
21 12. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order No. 4;
22 13. For reasonable costs, including attorneys' fees, in an amount according to proof
23 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5, 2802 and/or Cal. Code of
24 Civ. Proc. §1021.5;
25 14. For an award of restitution of wages to Plaintiff and Class members in an
26 amount equal to the amount of wages owed and unpaid, according to proof;
27 15. For injunctive relief requiring Defendant to comply with Labor Code
28 1198.5(b)(1);

