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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

EMILIO ZUNIGA, as an individual and on behalf
of all others similarly situated, and as a private
attorney general,

Plaintiff,

vs.

SERVICON SYSTEMS, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 25STCV31014

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

- (1) Unpaid Wages
(Lab. Code § 1182.12, 1197);**
- (2) Unpaid Overtime
(Lab. Code §§ 510, 1198);**
- (3) Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512);**
- (4) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a));**
- (5) Unfair or Unlawful Business Practices
(Bus. & Prof. Code §§ 17200 et seq.); and**
- (6) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)**

DEMAND OVER \$35,000.00

On behalf of himself and other similarly situated current and former employees of Defendant, and as a proxy for the State of California, Plaintiff, Emilio Zuniga, submits this First Amended Class and Representative Action Complaint against Defendant, Servicon Systems, Inc., and Does 1 through 50 (collectively, “Defendants”).

INTRODUCTION

1. This class and representative action concerns systemic employment practices that violate the California Labor Code. The Complaint seeks penalties, damages, and other relief pursuant to, among other provisions, Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 et seq.,¹ and the Unfair Competition Law, codified at Business and Professions Code sections 17200 et seq. (the “UCL”).

2. Plaintiff is informed and believes that Defendants have jointly and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of employees by failing to pay wages for all hours worked, failing to pay all overtime wages due, failing to provide lawful meal periods, failing to timely pay wages, and failing to furnish accurate itemized wage statements.

3. Defendants underpay employees in at least three ways. First, Defendants round Plaintiff and other non-exempt employees’ work hours and do not pay for every minute that Plaintiff and other non-exempt employees work. Second, Defendants fail to properly calculate the regular rate of pay when paying overtime wages to Plaintiff and other non-exempt employees. Specifically, Defendants pay Plaintiff and other non-exempt employees non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example “Safety Incentiv” and “Employee Referr” pay. When Defendants pay overtime wages to Plaintiff and other non-exempt employees in workweeks in which such compensation was earned, Defendants pay overtime wages at 1.5 times Plaintiff and other non-exempt employees’ base rates of pay, rather than at 1.5 times the regular rate of pay. Third, Defendants fail to pay Plaintiff and other non-exempt employees for all actual work hours as a result of Defendants’ automatic deduction of 30 minutes from Plaintiff and other non-exempt employees’ recorded work times.

¹ Except as otherwise noted, all “Section” references are to the Labor Code.

4. In connection with Defendants' automatic deduction of 30-minutes of time from Plaintiff and other non-exempt employees' recorded work times, Defendants fail to provide lawful meal periods that are instead not provided, provided late, short, or interrupted. Moreover, because Plaintiff and other non-exempt employees also earn non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example "Safety Incentiv" and "Employee Referr" pay, Defendants routinely fail to pay the additional hour of wages for a missed, late, short, or interrupted meal period at employees' regular rates of pay.

5. Because Plaintiff and other non-exempt employees are not paid all of their wages, Defendants also routinely fail to timely pay Plaintiff and other non-exempt employees all of their wages. Likewise, Defendants also routinely failed to provide accurate itemized wage statements to Plaintiff and other non-exempt employees. As a result of the above practices, Defendants fail to furnish Plaintiff and other non-exempt employees with wage statements that accurately itemize and show all applicable hourly rates and the corresponding number of hours worked at each applicable hourly rate, the gross wages earned, the net wages earned, and the total hours worked.

6. Independent of the above described violations, Defendants also fail to provide accurate itemized wage statements to Plaintiff and other non-exempt employees. Specifically, whenever Defendants issue expense reimbursements to Plaintiff and the Wage Statement Sub-Class, Defendants furnish wage statements that fail to accurately show and itemize the net wages earned.

7. Plaintiff is informed and believes that Defendants have engaged in, among other things, a system of willful violations of the Labor Code by creating and maintaining policies, practices, and customs that knowingly deny its employees the above stated rights and benefits.

8. The policies, practices, and customs of Defendants resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that comply with the Labor Code.

JURISDICTION AND VENUE

9. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of Defendants' violations of Sections 201-204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, and the UCL.

10. Venue is proper in the County of Los Angeles. Plaintiff worked for Defendants in Palmdale, California.

PARTIES

11. Plaintiff works for Defendants as an escort and is paid as a non-exempt employee. Even though Plaintiff is purportedly paid on an hourly basis, Defendants do not pay Plaintiff for all hours that Plaintiff works. Instead, and despite having time records to the nearest minute, Defendants round Plaintiff's actual work hours. As a result, Plaintiff is not paid wages for all hours worked and not paid overtime wages when Plaintiff works more than eight hours in a day or 40 hours in a week. In addition, even though Plaintiff's meal periods are not provided, provided late, short, or interrupted, Defendants automatically deduct 30 minutes from Plaintiff's recorded work times. Moreover, even though Plaintiff earns non-base hourly wages or other non-hourly, non-discretionary remuneration, Defendants fail to consider such compensation when calculating Plaintiff's overtime rate of pay or the rate paid for the additional hour of wages for a missed, late, short, or interrupted meal period. Plaintiff is not timely paid all due wages and receives wage statements that inaccurately show all applicable hourly rates and the corresponding number of hours worked at each applicable hourly rate, the gross wages earned, the net wages earned, and the total hours worked. Plaintiff thus is a victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by the Labor Code and the UCL.

12. Plaintiff is informed and believes that Servicon Systems, Inc. was and is a California corporation. Plaintiff is informed and believes that at all times herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities, individuals, or partnerships that were and are licensed to do business and actually doing business in the State of California. The facts and circumstances of Defendants' business subject Defendants to Sections 201-204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1. and 1198, and the UCL.

13. Plaintiff does not know the true names or capacities of the defendants sued herein as Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was

1 responsible in some way for the matters alleged herein and proximately caused the illegal employment
2 practices, wrongs, and injuries complained of herein.

3 14. At all times mentioned herein, each of said Defendants participated in the doing of the
4 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
5 the other Defendants, as well as the agents of all Defendants, and were acting within the course and
6 scope of said agency and employment.

7 15. Plaintiff is informed and believes that at all times material hereto, each of said
8 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,
9 each of the other Defendants and was acting within the course and scope of such agency, employment,
10 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by
11 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
12 omissions of the acting Defendants.

13 16. Plaintiff is informed and believes that at all times material hereto each of the Defendants
14 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the
15 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in
16 pursuance of, a joint venture, partnership, or common enterprise.

17 CLASS ACTION ALLEGATIONS

18 17. **Definition:** Pursuant to Code of Civil Procedure section 382, Plaintiff seeks class
19 certification of the following class and subclass: (i) all current and former non-exempt employees of
20 Defendants in the State of California since October 22, 2021 (the “Class”), (ii) all current and former
21 non-exempt employees of Defendants in the State of California who have worked more than 8.0 hours
22 in a day or more than 40.0 hours in a workweek since October 22, 2021 (the “Overtime Sub-Class”),
23 (iii) all current and former non-exempt employees of Defendants in the State of California who have
24 worked a shift of more than 5.0 hours since October 22, 2021 (the “Meal Sub-Class”), (iv) all current
25 and former non-exempt employees of Defendants in the State of California who have worked more than
26 8.0 hours in a day or more than 40.0 hours in a workweek since October 22, 2021, in which they also
27 earned non-base hourly wages or other non-hourly, non-discretionary remuneration, including for
28 example “Safety Incentiv” and “Employee Referr” pay (the “Regular Rate Sub-Class”), and (v) all

current and former non-exempt employees of Defendants in the State of California since October 22, 2024 (the “Wage Statement Sub-Class”).

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joining all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is informed and believes that Defendants violated Sections 201-204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1. and 1198, and the UCL against Plaintiff and the Class by failing to pay wages for all hours worked, failing to pay all overtime wages due, failing to provide lawful meal periods, failing to timely pay wages, and failing to furnish accurate itemized wage statements.

19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing, and fully and adequately able to represent Plaintiff and the Class. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-and-hour class actions currently pending in California state and federal courts.

20. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is informed and believes that Defendants uniformly administer a corporate policy and practice of routinely failing to pay wages for all hours worked, failing to pay all overtime wages due, failing to provide lawful meal periods, failing to timely pay wages, and failing to furnish accurate itemized wage statements.

21. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class suffered. As with other members of the Class, Plaintiff is paid as a non-exempt employee but not actually paid Plaintiff for all hours that Plaintiff works. Instead, Defendants round Plaintiff’s actual work hours. In addition, even though Plaintiff’s meal periods are not provided, provided late, short, or interrupted, Defendants automatically deduct 30 minutes from Plaintiff’s recorded work times. Moreover, even though Plaintiff earns non-base hourly wages or other non-hourly, non-discretionary

1 remuneration, Defendants fail to consider such compensation when calculating Plaintiff's overtime rate
2 of pay or the rate paid for the additional hour of wages for a missed, late, short, or interrupted meal
3 period. Plaintiff is not timely paid all due wages and receives wage statements that inaccurately show all
4 applicable hourly rates and the corresponding number of hours worked at each applicable hourly rate,
5 the gross wages earned, the net wages earned, and the total hours worked. Plaintiff thus is a member of
6 the Class and has suffered the alleged violations of the Labor Code.

7 22. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
8 in establishing minimum working conditions and requirements in California. These labor standards
9 protect employees from onerous terms and conditions of employment or exploitation by employers who
10 have superior economic and bargaining power.

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

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

25. Defendants’ pattern, practice, and uniform administration of corporate policy in violation of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the rights of Plaintiff and the Class under Sections 201-204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, applicable IWC Wage Orders, the UCL, and Code of Civil Procedure section 1021.5 to recover damages and restitution, including unpaid wages and interest thereon, applicable penalties, reasonable attorneys’ fees, and costs of suit.

26. This action is brought for the benefit of the Class, which is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendant.

FIRST CAUSE OF ACTION

Unpaid Wages (Lab. Code §§ 1182.12 and 1197)

(By Plaintiff, the Class, and the Meal Sub-Class Against All Defendants)

27. The preceding paragraphs are re-alleged and incorporated by this reference.

28. Sections 1182.12 and 1197 provide a minimum wage to be paid to employees and make unlawful the payment of a lesser wage. The applicable IWC Wage Order defines compensable time as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining “Hours Worked”). California law thus generally requires that employers pay employees for all hours worked and pay at least the minimum wage for all hours worked.

29. As a matter of policy and practice, Defendants fail to pay at least minimum wage and fail to pay any wage at all for all hours worked by Plaintiff and the Class. Specifically, Defendants round Plaintiff and the Class's work hours and do not pay for every minute that Plaintiff and the Class's work, despite having the ability to maintain and actually having employees' hours worked to the nearest minute. As a matter of policy and practice, Plaintiff and the Class thus are not paid wages for all hours worked. As such, Plaintiff and the Class are owed unpaid regular and minimum wages.

30. As a matter of policy and practice, Defendants also fail to pay at least minimum wage and fail to pay any wage at all for all hours worked by Plaintiff and the Meal Sub-Class as a result of Defendants' automatic deduction of 30 minutes from Plaintiff and the Meal Sub-Class's recorded work

1 times. Specifically, Defendants deduct 30 minutes from Plaintiff and the Meal Sub-Class's recorded
2 work times, regardless of whether Plaintiff and the Meal Sub-Class actually are off duty for a meal
3 period. As a matter of policy and practice, Plaintiff and the Meal Sub-Class thus are not paid wages for
4 all hours worked. As such, Plaintiff and the Meal Sub-Class are owed unpaid regular and minimum
5 wages.

6 31. Moreover, Section 204 provides that wages are generally due and payable no later than
7 seven days after the end of a pay period or at least twice during each calendar month, on days
8 designated in advance as the regular paydays. Based on Defendants' failure to pay all regular and
9 minimum wages to Plaintiff and the Class, and as a matter of policy and practice, Defendants fail to
10 timely pay all due wages. On information and belief, Defendants were advised by skilled lawyers and
11 knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations.
12 Because Defendants willfully fail to timely pay Plaintiff and the Class all wages due, Defendants are
13 subject to applicable penalties.

14 32. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
15 entitles Plaintiff and the Class to recover unpaid wages, including interest thereon, liquidated damages,
16 applicable penalties, attorneys' fees, and costs of suit.

17 **SECOND CAUSE OF ACTION**

18 **Unpaid Overtime (Lab. Code §§ 510, 1198)**

19 **(By Plaintiff, the Overtime Sub-Class, and the Regular Rate Sub-Class Against All Defendants)**

20 33. The preceding paragraphs are re-alleged and incorporated by this reference.

21 34. Section 510 and the applicable IWC Wage Order provide that "[a]ny work in excess of
22 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
23 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no
24 less than one and one-half times the regular rate of pay for an employee" and that "[a]ny work in excess
25 of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
26 an employee." Section 1198 makes unlawful conditions of labor that are prohibited by the applicable
27 IWC Wage Order.
28

1 35. Plaintiff and the Overtime Sub-Class regularly work more than eight hours in a day or 40
2 hours in a workweek. As a matter of policy and practice, when Plaintiff and the Overtime Sub-Class
3 work hours entitled to overtime wages, Defendants fail to pay overtime wages for all hours exceeding
4 eight in a day or 40 in a workweek. Specifically, Defendants round Plaintiff and the Overtime Sub-
5 Class's work hours and do not pay for every minute that Plaintiff and the Overtime Sub-Class, despite
6 having the ability to maintain and actually having employees' hours worked to the nearest minute. As a
7 matter of policy and practice, Plaintiff and the Overtime Sub-Class thus are not paid overtime wages for
8 all overtime hours worked. As such, Plaintiff and the Overtime Sub-Class are owed unpaid overtime
9 wages.

10 36. As a matter of policy and practice, Defendants also fail to pay overtime wages for all
11 overtime hours worked by Plaintiff and the Overtime Sub-Class as a result of Defendants' automatic
12 deduction of 30 minutes from Plaintiff and the Overtime Sub-Class's recorded work times. Specifically,
13 Defendants deduct 30 minutes from Plaintiff and the Overtime Sub-Class's recorded work times,
14 regardless of whether Plaintiff and the Overtime Sub-Class actually are off duty for a meal period. As a
15 matter of policy and practice, Plaintiff and the Overtime Sub-Class thus are not paid overtime wages for
16 all overtime hours worked. As such, Plaintiff and the Overtime Sub-Class are owed unpaid regular and
17 minimum wages.

18 37. Moreover, Defendants pay Plaintiff and the Regular Rate Sub-Class non-base hourly
19 wages or other non-hourly, non-discretionary remuneration, including for example "Safety Incentiv"
20 and "Employee Referr" pay. As a matter of policy and practice, when Defendants pay overtime wages
21 to Plaintiff and the Regular Rate Sub-Class in workweeks in which such compensation was earned,
22 Defendants pay overtime wages at 1.5 times Plaintiff and the Regular Rate Sub-Class's base rates of
23 pay, rather than at 1.5 times the regular rate of pay. Defendants thus fail to properly calculate the regular
24 rate of pay when paying overtime wages to Plaintiff and the Regular Rate Sub-Class. As such, Plaintiff
25 and the Regular Rate Sub-Class are owed overtime wages.

26 38. Based on Defendants' failure to pay overtime wages to Plaintiff, the Overtime Sub-
27 Class, and the Regular Rate Sub-Class as a matter of policy and practice, Defendants fail to timely pay
28 Plaintiff, the Overtime Sub-Class, and the Regular Rate Sub-Class all due wages. On information and

1 belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of
2 the Labor Code as it relates to Plaintiff's allegations. Because Defendants willfully fail to timely pay
3 Plaintiff, the Overtime Sub-Class, and the Regular Rate Sub-Class all wages due, Defendants are
4 subject to applicable penalties.

5 39. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
6 entitles Plaintiff, the Overtime Sub-Class, and the Regular Rate Sub-Class to recover unpaid overtime
7 and interest thereon, applicable penalties, attorneys' fees, and costs of suit.

8 **THIRD CAUSE OF ACTION**

9 **Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512)**

10 **(By Plaintiff and the Meal Period Sub-Class Against All Defendants)**

11 40. The preceding paragraphs are re-alleged and incorporated by this reference.

12 41. Because Plaintiff and the Meal Period Sub-Class were non-exempt employees,
13 Defendants were required to comply with Sections 226.7 and 512 and the applicable IWC Wage Order.
14 Section 512(a) generally prohibits employment of an individual for a work period of more than five
15 hours per day without providing the employee with an uninterrupted, duty-free meal period of at least 30
16 minutes. Section 226.7(b) provides that an employer shall not require an employee to work during a
17 meal period. Section 226.7(c) states that "the employer shall pay the employee one additional hour of
18 pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery
19 period is not provided."

20 42. As a matter of policy and practice, Defendants fail to provide lawful meal periods that are
21 instead not provided, provided late, short, or interrupted. Instead, Defendants deduct 30 minutes from
22 Plaintiff and the Meal Sub-Class's recorded work times, regardless of whether Plaintiff and the Meal
23 Sub-Class actually are off duty for a meal period.

24 43. Moreover, as a matter of policy and practice, whenever Defendants pay an additional
25 hour of wages to Plaintiff and the Meal Period Sub-Class for missed, late, short, or interrupted meal
26 periods, Defendants pay an additional hour of wages at the base hourly rate of pay. As a matter of policy
27 and practice, in workweeks in which Plaintiff and the Meal Period Sub-Class earn non-base hourly
28 wages or other non-hourly, non-discretionary remuneration, including for example "Safety Incentiv" and

1 “Employee Referr” pay, Defendants fail to consider such wages when calculating the regular rate of pay
2 for purposes of paying the additional hour of wages. As such, Plaintiff and the Meal Period Sub-Class
3 are owed additional wages for missed, late, short, or interrupted meal periods.

4 44. Moreover, all owing wages must be paid timely. Based on Defendants’ failure to pay an
5 additional hour of wages to Plaintiff and the Meal Period Sub-Class for missed, late, short, or
6 interrupted meal periods, and as a matter of policy and practice, Defendants also fail to timely pay
7 Plaintiff and the Meal Period Sub-Class all due wages. On information and belief, Defendants were
8 advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it
9 relates to Plaintiff’s allegations. Because Defendants willfully fail to timely pay Plaintiff and the Meal
10 Period Sub-Class all wages due, Defendants are subject to applicable penalties.

11 45. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
12 entitles Plaintiff and the Meal Period Sub-Class to recover unpaid wages, including interest thereon,
13 applicable penalties, attorneys’ fees, and costs of suit.

14 **FOURTH CAUSE OF ACTION**

15 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

16 **(By Plaintiff and the Wage Statement Sub-Class Against All Defendants)**

17 46. The preceding paragraphs are re-alleged and incorporated by this reference.

18 47. Section 226(a) requires an employer to furnish to its employees itemized wage
19 statements that show accurate information, including without limitation, all applicable hourly rates and
20 the corresponding number of hours worked at each rate, the gross wages earned, the net wages earned,
21 and the total hours worked.

22 48. As a result of Defendants’ failures to pay all wages, including overtime wages, and
23 failure to provide lawful meal periods, and as a matter of policy and practice, Defendants fail to provide
24 accurate itemized wage statements to Plaintiff and the Wage Statement Sub-Class. Specifically,
25 Defendants furnish Plaintiff and the Wage Statement Sub-Class with wage statements that fail to
26 accurately show all applicable hourly rates and the corresponding number of hours worked at each
27 applicable hourly rate, the gross wages earned, the net wages earned, and the total hours worked.
28

49. Independent of the above described violations, as a matter of policy and practice, Defendants also fail to provide accurate itemized wage statements to Plaintiff and the Wage Statement Sub-Class. Specifically, whenever Defendants issue expense reimbursements to Plaintiff and the Wage Statement Sub-Class, Defendants furnish wage statements that fail to accurately show and itemize the net wages earned.

50. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Wage Statement Sub-Class to recover applicable penalties, attorneys' fees, and costs of suit.

FIFTH CAUSE OF ACTION

Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)

(By Plaintiff and the Class Against All Defendants)

51. The preceding paragraphs are re-alleged and incorporated by this reference.

52. Plaintiff is informed and believes that at Defendants have engaged and continue to engage in unfair and unlawful business practices in California by utilizing the employment policies and practices alleged herein, including the failures to pay minimum and overtime wages for all hours worked and the failure to provide lawful meal periods.

53. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed by the UCL. Defendants have deprived Plaintiff and the Class the minimum working condition standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

54. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Class to full restitution of all monies withheld, acquired, or converted by Defendants by means of the unfair practices complained of herein, including interest thereon, attorneys' fees, and costs of suit.

SIXTH CAUSE OF ACTION

Violations of California Labor Code (Lab. Code §§ 2698 et seq.)

(By Plaintiff as a Proxy for the State Against All Defendants)

55. The preceding paragraphs are re-alleged and incorporated by this reference.

56. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq. (“PAGA”), Plaintiff brings this cause of action as a proxy for the State of California. In this capacity, Plaintiff seeks penalties for Defendants’ violations of Sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 committed since October 22, 2024, against all aggrieved employees. As stated herein, Defendants fail to pay wages for all hours worked, to pay all overtime wages due, to provide lawful meal periods, to timely pay wages, and to furnish accurate itemized wage statements. Under Section 2699(c), Plaintiff is an “aggrieved employee,” as one or more of the alleged violations were committed against Plaintiff as an employee of Defendants.

57. On or about October 22, 2025, Plaintiff sent written notice to the Labor & Workforce Development Agency (“LWDA”) of specific facts and theories for Defendants’ above violations. Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

58. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all applicable penalties pursuant to Section 2699(a), (f), and (g) for Defendants' violations against all aggrieved employees for the period described above.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for Plaintiff 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 representatives of the Class;
3. For an order appointing Counsel for Plaintiff as Class Counsel;
4. Upon the First Cause of Action for damages, including unpaid wages and interest thereon, penalties, liquidated damages, and attorneys' fees and costs;
5. Upon the Second Cause of Action for damages, including unpaid overtime wages and interest thereon, penalties, and attorneys' fees and costs;

6. Upon the Third Cause of Action for damages, including unpaid wages and interest thereon, penalties, and attorneys' fees and costs;

7. Upon the Fourth Cause of Action for penalties and for attorneys' fees and costs;

8. Upon the Fifth Cause of Action for restitution of all funds unlawfully acquired by Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon, and for attorneys' fees and costs;

9. Upon the Sixth Cause of Action for penalties pursuant to Section 2699(a), (f), and (g),
and for attorneys' fees and costs;

10. Upon each cause of action for costs and attorneys' fees as provided by the Labor Code, UCL, and Code of Civil Procedure section 1021.5; and

11. For such other and further relief that the Court may deem just and proper.

DATED: December 29, 2025

DIVERSITY LAW GROUP, P.C.

By: _____

Max W. Gavron
Simon L. Yang
Attorneys for Plaintiff