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Case #26CV502104

Attorney for Plaintiff Mokhtar Sadok, individually
and on behalf of the State of California and all
aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MOKHTAR SADOK, individually and on
behalf of the State of California and all
aggrieved employees,

Plaintiff,

vs.

ROBERT HALF INC., a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CV502104

Unlimited Civil Case

COMPLAINT FOR:

- 1. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, 1198);**
- 2. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);**
- 3. Failure to Pay All Wages Due at Separation (Lab. Code §§ 201–203);**
- 4. Unlawful and Unfair Business Practices (Bus. & Prof. Code § 17200 et seq.);**
- 5. Civil Penalties Under the Private Attorneys General Act (Lab. Code § 2698 et seq.)**

DEMAND FOR JURY TRIAL

1 Plaintiff MOKHTAR SADOK, individually and on behalf of the State of California and all
2 aggrieved employees, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Robert Half Inc. employed Dr. Mokhtar Sadok as an hourly software developer and
5 assigned him to work for its client, QTC Management, Inc. (“QTC”). Robert Half set his pay at \$95.00
6 per hour. It paid that same rate for every hour he worked, including the hours its own payroll records
7 labeled “Overtime.”

8 2. When Robert Half placed Sadok on its direct W-2 payroll, it issued a Labor Code
9 section 2810.5 notice listing \$95.00 as his regular, overtime, and double-time rates. Robert Half
10 thereafter applied that equal-rate configuration to hours its payroll system placed in the “Overtime”
11 earnings category.

12 3. Robert Half’s weekly wage statements tracked “Regular Earnings” and “Overtime” in
13 separate line items for more than two years and priced both at \$95.00. Sadok’s final wage statement
14 reported 2.60 hours of “Overtime” for his last week and 172.00 year-to-date “Overtime” hours for
15 2025. Robert Half paid every one of those hours at \$95.00. California law requires an employer to
16 pay a nonexempt employee at least one and one-half times his regular rate of pay for overtime hours.
17 At Sadok’s \$95.00 regular rate, the lawful overtime rate was at least \$142.50 per hour.

18 4. Robert Half contends that Sadok was exempt from the overtime requirement as a
19 computer software professional under Labor Code section 515.5. The exemption applies only to
20 employees paid at least a statutory minimum hourly rate, and Sadok’s \$95.00 rate satisfied that
21 element. The exemption also requires, among other things, that the employee be primarily engaged
22 in work that is intellectual or creative and that requires the exercise of discretion and independent
23 judgment. Sadok’s actual work did not satisfy that element.

24 5. Sadok brings individual claims for his unpaid overtime premiums, statutory penalties
25 for his inaccurate wage statements, waiting-time penalties, restitution, interest, and attorney’s fees.

26 6. Sadok also sues as the State of California’s proxy under the Labor Code Private
27 Attorneys General Act of 2004, Labor Code sections 2698 et seq. (“PAGA”). On information and
28 belief, Robert Half applied the same pay practice to other California employees in hourly, client-
assigned technology roles. Sadok exhausted PAGA’s administrative prerequisites and seeks civil
penalties on behalf of the State and the other Aggrieved Employees defined below.

7. Sadok asserts no class claims. His Unfair Competition Law claim is individual only. Under the PAGA cause of action he seeks civil penalties and injunctive relief, and he does not seek the personal wage recoveries of any other employee.

JURISDICTION AND VENUE

8. This Court has jurisdiction under article VI, section 10 of the California Constitution. The amount in controversy exceeds \$35,000, and this is an unlimited civil case. Every claim arises solely under California law, and no federal question is presented.

9. This Court has personal jurisdiction over Robert Half. Robert Half maintains its principal place of business in Menlo Park, California, and does business throughout California, including in Santa Clara County.

10. Venue is proper in Santa Clara County under Code of Civil Procedure sections 395 and 395.5. Sadok performed the work from Santa Clara County throughout the assignment. The wages at issue were earned there and were payable there, the obligations sued upon were to be performed there, and the violations alleged here occurred there. Robert Half's own section 2810.5 notice identified Sadok's Santa Clara address as a worksite for the assignment.

THE PARTIES

11. Plaintiff Dr. Mokhtar Sadok is a natural person who resided and worked in Santa Clara County during the events alleged here.

12. Defendant Robert Half Inc., formerly known as Robert Half International Inc. (under either name, “Robert Half”), is a Delaware corporation with its principal place of business at 2884 Sand Hill Road, Menlo Park, California. Robert Half is a staffing enterprise that recruits workers and places them with its clients, and it does business throughout California, including in Santa Clara County.

13. Robert Half recruited Sadok and assigned him to perform work for QTC under QTC's supervision. Robert Half paid his wages, maintained his payroll records, and issued his wage statements.

14. From July 3, 2023 through his separation in September 2025, Robert Half was Sadok's direct W-2 employer. Robert Half's section 2810.5 notice told Sadok that Robert Half "will be your sole employer" and that he would "have no co-employer." Robert Half set his classification and his pay rates, received and processed his time records, calculated and paid his wages, and issued his wage statements. Robert Half had the authority to correct every violation alleged in this complaint.

15. Robert Half recruited Sadok and placed him on the QTC assignment beginning October 24, 2022. Before July 3, 2023, Sadok was paid through one or more staffing intermediaries, including Verdant Infotech Solutions; from July 3, 2023, Robert Half paid him directly as its W-2 employee. Throughout the assignment, including the period before July 3, 2023, Robert Half employed or jointly employed Sadok under California law, notwithstanding the intermediary arrangement. Robert Half recruited and placed him, arranged and profited from the assignment, controlled or had the right to control material terms of the placement, and suffered or permitted his work.

16. Sadok is ignorant of the true names and capacities of the defendants sued as Does 1 through 50, inclusive, and therefore sues them by fictitious names. Sadok will amend this complaint to state their true names and capacities when they are ascertained. On information and belief, each Doe defendant is responsible in some manner for the violations alleged here, as an employer or joint employer of Sadok or the Aggrieved Employees, or as the agent, alter ego, successor, or co-actor of another defendant, acting within the course and scope of that relationship. The acts alleged in this complaint were committed by Defendants, and each of them.

DEFINITIONS

17. The “Relevant Period” for Sadok’s individual claims begins October 24, 2022 and continues through his separation on or about September 7, 2025, subject to the applicable limitations periods and tolling. Those limitations periods have been equitably tolled since October 21, 2025, while Sadok’s wage claim against Robert Half has been pending before the California Labor Commissioner. That wage claim named Robert Half, seeks the same unpaid overtime wages sued on here, and gave Robert Half timely notice of them, and Sadok has pursued it reasonably and in good faith. The claim’s pendency has caused Robert Half no prejudice, because the claims rest on the same payroll and time records Robert Half has held throughout.

18. The “PAGA Period” begins October 25, 2024, one year before Sadok’s PAGA notice, and continues through judgment. The period is fixed by Code of Civil Procedure section 340(a), extended by the excluded periods of Labor Code section 2699.3(e) and by applicable tolling. If the period is instead measured from the commencement of this action, it begins one year and 65 days before filing, extended by any applicable tolling, including the equitable tolling arising from Sadok’s wage claim pending before the Labor Commissioner since October 21, 2025. Sadok seeks civil penalties for the longest period the law permits.

19. The “Aggrieved Employees” are Sadok and all other current or former Robert Half employees against whom Robert Half committed one or more of the violations alleged in the Fifth Cause of Action during the PAGA Period. On information and belief, the Aggrieved Employees include, in particular, employees who meet all of the following: (a) they worked in California; (b) Robert Half paid them on an hourly basis; (c) Robert Half assigned them to perform technology or computer-related work for its clients; (d) Robert Half classified or treated them as exempt from California overtime requirements, including under Labor Code section 515.5; (e) they recorded hours qualifying for overtime pay under Labor Code section 510; and (f) Robert Half paid those hours at the same hourly rate it paid for their regular hours. The Aggrieved Employees include employees who suffered the payday and wage-statement violations that resulted from the same practice. Sadok seeks civil penalties only for employees against whom Robert Half committed a violation of the same Labor Code provision committed against him.

GENERAL ALLEGATIONS

20. Sadok's assignment with QTC began on October 24, 2022 and ran continuously until September 2025. His role was titled "NLP Developer." NLP stands for natural language processing. The NLP applications Sadok supported located and labeled content within the documents QTC processed. He worked remotely from Santa Clara County, and the assignment was open ended. QTC's personnel and records also used the name Leidos QTC Health Services.

21. The assignment had two phases. During the first, from October 24, 2022 through July 2, 2023, Sadok was engaged and paid through one or more staffing intermediaries, including Verdant Infotech Solutions. Robert Half recruited Sadok for the assignment, ran him through its own candidate onboarding paperwork in September 2022, and issued offer materials that recited the October 24, 2022 start date and described the position as a contract position “through Robert Half.”

22. Robert Half controlled material terms of the first phase. When Sadok sought a higher hourly rate before the assignment began, the request went to Robert Half's recruiter, and the answer returned in writing that the position's budget was locked. In October 2022, Robert Half's recruiter reported in writing that Sadok's background check and screening had cleared and that the recruiter was working with QTC to start Sadok's onboarding. Verdant personnel described Verdant to Sadok as the intermediary between Sadok and Robert Half. During the first phase, Robert Half requested Sadok's time records, and Sadok sent them to Robert Half.

23. The staffing intermediary's form agreement for the placement set the pay structure from the start. It stated that the hourly wage "constitutes both the standard and overtime hourly

1 rate.” The same agreement gave the client “the entire direction, scope, control and interpretation of
2 any systems work” to be performed, and it required weekly, client-approved timesheets.

3 24. On July 3, 2023, Robert Half hired Sadok as its W-2 employee at \$95.00 per hour,
4 and he continued the same QTC assignment without interruption, performing the same work for the
5 same client under the same QTC managers. Robert Half’s offer materials stated his compensation as
6 “\$95 / hr.,” required him to record his hours through the Fieldglass time-reporting system with
timesheets due each Friday, and stated that Robert Half would be his employer.

7 25. At the W-2 hire, Robert Half issued Sadok a “Notice to Employee” under Labor
8 Code section 2810.5. The notice stated that he would be paid hourly and listed \$95.00 as his regular,
9 overtime, and double-time rates. Although section 2810.5 excludes employees exempt from
10 overtime from its notice requirement, Robert Half issued Sadok that statutory notice and
affirmatively filled in its overtime and double-time rate fields.

11 26. In July 2023, three weeks after the W-2 hire, Sadok asked his Robert Half recruiter
12 whether the overtime rate was the same as the regular hourly rate. The recruiter answered in
13 writing: “Yes, the rates are the same.” The recruiter also told Sadok, in writing, to “bill for every
14 hour you work.”

15 27. The section 2810.5 notice also stated that wages would be paid on a weekly basis.
16 Robert Half paid Sadok on weekly pay periods throughout his employment, and on information and
17 belief it paid the other Aggrieved Employees on weekly pay periods as well.

18 28. Sadok worked on QTC’s document-processing and natural-language-processing
19 applications. The work ran through a development process that QTC’s product managers, architects,
and release managers controlled.

20 29. QTC’s business and product personnel supplied detailed requirements identifying
21 what information the software had to detect, how the information should be labeled, and what
22 results QTC would accept. QTC personnel converted the approved requirements into tasks assigned
through the team’s work-tracking system.

23 30. QTC’s technical leaders determined the principal design and technical methods. In
24 August 2023, for example, when a defect appeared in a production database, a QTC engineer
25 diagnosed the root cause, wrote the corrective code himself, and sent Sadok the completed files with
26 instructions to “just remove the .txt extensions,” telling him where in the repository to place them.

27 31. QTC’s product managers decided what the team could build and set its priorities.
28 QTC managers and product personnel assigned Sadok tickets, identified defects to correct,

1 requested specified data and documentation, and assigned support work through the team's tracking
2 system and its daily and planning meetings. The assignments identified the problem to be addressed
3 and the expected result. In October 2023, for example, a QTC manager sent Sadok the names and
4 location of two document files, directed him to process them through a testing environment, and
5 directed him to copy the processed files back to the same location. Sadok did not set QTC's product
6 roadmap or decide which work the team would undertake.

6 32. During more than half of his working time, Sadok modified existing code to
7 implement assigned requirements, corrected identified defects, performed testing and validation,
8 documented existing system behavior, monitored assigned applications, investigated reported
9 errors, and supported software deployments.

10 33. QTC also controlled the release process, the procedure for putting new versions of
11 the software into live use. Each release ran from a written checklist prepared in advance, which
12 listed every task, named the person responsible for it, and specified the exact changes to make,
13 down to the individual lines of configuration text to edit. The release itself took place on a
14 supervised conference call lasting several hours, with each step confirmed in sequence before the
15 next began. Business approval for a release ran through QTC's product owner, and reversing a
16 release required management approval. Sadok did not independently decide whether or when a
17 software change would be deployed.

17 34. The decisions about what the software would do, how it would be designed, what
18 would be built next, and when it would be released belonged to QTC personnel.

18 35. Sadok did not primarily consult with users to determine hardware, software, or
19 system functional specifications. He did not primarily perform system architecture, product design,
20 technical strategy, or independent project leadership. More than half of his working time went to the
21 assigned implementation and support work described above. He did not spend more than half of his
22 working time on intellectual or creative work requiring the exercise of discretion and independent
23 judgment.

23 36. Robert Half controlled Sadok's placement, classification, pay rates, and payroll. It
24 did not supervise his day-to-day work. No one from Robert Half observed his work or discussed his
25 actual duties with him during his employment.

26 37. Robert Half has asserted that Sadok was exempt under Labor Code section 515.5.
27 Sadok's \$95 hourly rate exceeded the minimum hourly rate the exemption requires in each year of
28 his employment, and he does not contest that element. The exemption's remaining elements were

1 not satisfied. Sadok was a nonexempt employee entitled to overtime pay under Labor Code section
2 510 and Wage Order 4-2001 throughout the Relevant Period.

3 38. Throughout his assignment with QTC, the people who were directly managing
4 Sadok and his work considered and treated him as nonexempt. In December 2022, a QTC manager
5 told Sadok that, under QTC policy, “nonexempt employees” needed advance approval “for any hour
6 more than the regular 40 hours.” He explained that “QTC needs to pay extra” for Sadok’s overtime.
7 More than two years later, in June 2025, another QTC manager instructed Sadok in writing: “please
8 do not work overtime hours unless approved by me and there is a business justification.”

9 39. Sadok worked more than eight hours in a workday and more than 40 hours in a
10 workweek during the Relevant Period, including during the PAGA Period.

11 40. Sadok reported his hours through the required timekeeping systems every week.
12 QTC reviewed and approved the time. Robert Half received his reported hours, maintained records
13 of them, and used them to calculate and pay his wages.

14 41. Robert Half’s payroll system classified the hours Sadok worked beyond the daily and
15 weekly overtime thresholds as “Overtime” in a separate wage-statement line item. It then paid those
16 hours at \$95.00, the same rate it paid for “Regular Earnings.”

17 42. Sadok’s final wage statement, issued with an advice date of September 15, 2025 for
18 the week ending September 5, 2025, reported 31.50 hours of “Regular Earnings” at a \$95.00 rate
19 and 2.60 hours of “Overtime” at the same \$95.00 rate. It reported 172.00 year-to-date “Overtime”
20 hours for 2025 totaling \$16,340.00, which is 172.00 hours at \$95.00 with no premium. The unpaid
21 premium for the final week’s 2.60 overtime hours alone was \$123.50, which is 2.60 hours at the
22 \$47.50 difference between the \$142.50 owed and the \$95.00 paid.

23 43. The lawful overtime rate was at least \$142.50 per hour, one and one-half times
24 Sadok’s \$95.00 regular rate, subject to any additional remuneration includable in the regular rate.
25 For every overtime hour paid at \$95.00, Robert Half withheld at least \$47.50. Hours qualifying for
26 double time required an additional \$95.00 per hour.

27 44. Robert Half selected the \$95 rate for every earnings category, including “Overtime,”
28 and wrote it into its section 2810.5 notice. Its payroll records establish that it received and processed
Sadok’s reported hours and applied the rate it had selected to each earnings category. Robert Half
also controlled Sadok’s exemption designation and generated the resulting wage statements.

45. Robert Half’s payroll system applied the overtime thresholds of Labor Code section
510 to Sadok’s time. His final wage statement reported 31.50 regular hours and 2.60 overtime

1 hours, 34.10 hours in all. Because the week totaled fewer than 40 hours, the 2.60 overtime hours
2 reflect section 510's daily threshold, hours worked past eight in a single workday. Those
3 calculations serve no purpose for an employee whose every hour pays the same rate. In its notice
4 fields, its payroll calculations, and its wage statements, Robert Half administered Sadok as a
nonexempt employee in everything except the rate it paid.

5 46. On September 26, 2025, Sadok sent Robert Half's legal department a demand letter
6 by certified mail for his unpaid overtime wages for the period October 24, 2022 through September
7 7, 2025. He sent a second letter on October 10, 2025. On October 20, 2025, Robert Half wrote back
8 denying that Sadok was owed any overtime. Sadok filed his wage claim with the California Labor
9 Commissioner the next day, and he filed his PAGA notice on October 25, 2025. On November 7,
10 2025, Robert Half again wrote to Sadok, maintained that he had been exempt, and paid nothing.

11 47. The October 20 letter described a review of Sadok's "job duties." It stated that
12 Robert Half's "review . . . confirms" that his duties included a "development lead role for large
13 projects" and "architect and design state-of-the-art solutions for large data sets," and that the
14 determination was "based on the information currently available to Robert Half." Sadok held no
15 development lead role, and he did not architect or design solutions. The letter identified no
16 observation of Sadok's work, no discussion with him about his duties, and no inquiry of QTC. On
17 information and belief, Robert Half classified and continued to treat him as exempt at least partly
18 based on his title, compensation, and a generalized position description, without reasonably
ascertaining his actual primary duties, how he spent most of his working time, or whether his work
satisfied every requirement of Labor Code section 515.5.

19 48. On information and belief, Robert Half has not paid any part of the overtime
20 premiums to Sadok or any other aggrieved employee, never corrected the classification of Sadok or
21 any other aggrieved employee, and never changed its practice.

22 49. Each wage statement that reported overtime hours priced them at \$95.00, and each
23 therefore understated the gross wages Sadok earned, understated his net wages earned, and
24 misstated the applicable overtime rate and the wages owed at that rate. Sadok's final statement is an
25 example. It reported his 2.60 overtime hours at \$95.00, or \$247.00. The lawful entry, at no less than
\$142.50 per hour, was \$370.50.

26 50. The statements displayed \$95.00 as the rate applicable to the hours categorized as
27 "Overtime" and showed no amount representing an additional premium. To determine the lawful
28 rate and the resulting gross and net wages, Sadok had to disregard the stated overtime rate,

1 determine his classification under California law, and reconstruct the omitted premium; the accurate
2 information did not appear on the statements themselves.

3 51. Each statement issued from the payroll configuration Robert Half declared in its
4 section 2810.5 notice and maintained for more than two years, and the same misstatement appeared
5 in every statement that reported overtime hours. As alleged above, and on information and belief,
6 Robert Half lacked an objectively reasonable factual basis for treating the statements as accurate.

7 52. In September 2025, QTC hired Sadok directly. The direct hire ended Robert Half's
8 role in the arrangement, and it ended Sadok's Robert Half employment. Sadok did not resign, and
9 he did not stop working. His last day of work for Robert Half was Friday, September 5, 2025, and
10 his employment ended on or about September 7, 2025.

11 53. Robert Half made Sadok's final payment on or about September 15, 2025, the
12 payment's advice date, in the ordinary course of its weekly payroll schedule. That payment did not
13 include the overtime premiums earned in the final pay period or the premiums accumulated over the
14 preceding two years. The unpaid premiums remained due more than 30 days after Sadok's
15 employment ended and remain unpaid.

16 54. On information and belief, Robert Half received Sadok's September 26, 2025
17 demand before the 30-day period of Labor Code section 203 expired. It paid nothing then and has
18 paid nothing since.

19 55. Robert Half maintained weekly paydays. Overtime wages earned in a payroll period
20 were due no later than the payday for the next regular payroll period.

21 56. In every payroll period in which Sadok worked overtime, Robert Half paid the
22 overtime hours at \$95.00 on the regular payday and did not pay the premium then or on any later
23 payday. Each such payday was a failure to timely pay all wages due. These failures resulted from
24 the equal-rate configuration Robert Half deliberately selected and maintained.

25 57. Robert Half is a large staffing employer. It centrally administers onboarding,
26 classification, section 2810.5 notices, timekeeping, payroll configuration, wage statements, and
27 client assignments for its California placements.

28 58. The straight-time overtime configuration in Sadok's case appeared in standardized,
centrally generated documents: a form section 2810.5 notice with the overtime and double-time
fields set to the straight-time rate, and system-generated wage statements applying that rate to hours
the system itself coded as "Overtime."

59. On information and belief, during the PAGA Period Robert Half applied the same or a materially similar practice to the other Aggrieved Employees. It classified hourly, client-assigned technology workers as exempt. It required them to record their hours. It identified their statutory overtime hours in its payroll systems. And it paid those hours at straight time.

60. On information and belief, the same practice produced the same derivative violations for those employees. Their paydays omitted the earned overtime premiums. And their wage statements misstated gross wages, net wages, and the applicable rates.

PAGA EXHAUSTION

61. Sadok exhausted the notice procedures of Labor Code section 2699.3 for every predicate asserted here. Subdivision (a) governed the noticed section 204 violation, a provision listed in Labor Code section 2699.5. Subdivision (c) governed the noticed section 226 and section 510 violations, provisions section 2699.5 does not list. Under both procedures, the aggrieved employee gives written notice online to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the employer, stating the specific provisions alleged to have been violated and the facts and theories supporting the violations. If the LWDA does not provide timely notice of an intent to investigate and no timely cure occurs, the employee may commence a civil action under section 2699 once 65 calendar days have passed.

62. On October 24, 2025, Sadok prepared a PAGA notice identifying Robert Half under its current and former names. On October 25, 2025, he filed the notice with the LWDA through its online filing system and paid the \$75 filing fee. The LWDA confirmed the submission the same day and assigned Case No. LWDA-CM-1134194-25.

63. On October 25, 2025, the same day as the online filing, Sadok served the notice on Robert Half by certified mail at 2884 Sand Hill Road, Menlo Park, California. The certified-mail service was postmarked on or about October 25, 2025.

64. The notice identified the specific Labor Code provisions alleged to have been violated, including sections 201, 202, 203, 204, 226, 510, 1194, and 1174. It described the facts and theories supporting the violations. It stated that Robert Half employed Sadok as an hourly NLP Developer assigned to QTC, that he regularly worked overtime hours his records captured, and that Robert Half paid his base rate for all hours and never paid the overtime premium. It stated that his wage statements omitted or misrepresented the premium overtime wages due and that his final pay excluded the earned premiums. The notice identified the civil penalty provisions Sadok would invoke, including Labor Code sections 210, 226.3, 558, 1174.5, and 2699(f). And it alleged on

1 information and belief that Robert Half applied the same practices to other hourly employees
2 assigned to client projects, aggrieving employees statewide in a similar manner.

3 65. More than 65 calendar days passed after the notice. The LWDA gave no notice of an
4 intent to investigate, issued no citation, and commenced no proceeding. The waiting period expired
5 on or about December 29, 2025.

6 66. Robert Half gave no notice of any cure, and on information and belief it has not
7 cured any of the noticed violations as to Sadok or the Aggrieved Employees.

8 67. Sadok personally suffered each violation asserted in the PAGA cause of action, and
9 he suffered each of them within the one-year period preceding his notice. Between October 25,
10 2024 and his September 2025 separation, Robert Half paid his recorded overtime hours at straight
11 time in repeated weekly pay periods. On each of those paydays it failed to pay him all overtime
12 wages due. And it issued him wage statements misstating his wages, including the final statement
13 dated September 15, 2025.

14 68. Robert Half employed Sadok, and he personally suffered each of the violations
15 alleged in the Fifth Cause of Action within the period prescribed by Code of Civil Procedure section
16 340(a), as extended by Labor Code section 2699.3(e). He is an aggrieved employee within the
17 meaning of Labor Code section 2699(c)(1).

18 69. Sadok has therefore exhausted the administrative prerequisites to a PAGA action
19 against Robert Half for the violations identified in the notice, including Labor Code sections 201,
20 202, 203, 204, 226(a), 510, 1194, and 1174(d).

21 70. Sadok will provide a file-stamped copy of this complaint to the LWDA within ten
22 days of filing, as Labor Code section 2699(s)(1) requires.

23 **FIRST CAUSE OF ACTION**

24 **Failure to Pay Overtime Wages**

25 ***(Labor Code §§ 510, 1194, and 1198; IWC Wage Order 4-2001 — by Sadok, individually, against***
26 ***all Defendants)***

27 71. Sadok realleges and incorporates paragraphs 1 through 70.

28 72. Labor Code section 510 and Wage Order 4-2001 required Robert Half to pay Sadok
one and one-half times his regular rate of pay for hours worked beyond eight in a workday, beyond
40 in a workweek, and for the first eight hours on a seventh consecutive workday. They required
twice his regular rate for hours beyond twelve in a workday and beyond eight on a seventh
consecutive workday.

73. Labor Code section 1198 makes it unlawful to employ an employee for longer hours than the applicable wage order permits or under conditions prohibited by the wage order.

74. Sadok was a nonexempt employee throughout the Relevant Period. He worked hours that qualified for overtime pay under section 510 and the Wage Order, and Robert Half's own records identified those hours.

75. Robert Half paid Sadok \$95.00 per hour for his overtime hours, the same rate it paid for his regular hours. It never paid the additional premium of at least \$47.50 per overtime hour, and it never paid the additional amounts due for any hours qualifying for double time.

76. Robert Half is liable for the unpaid overtime premiums earned across the full Relevant Period. For wages earned before July 3, 2023, Robert Half is liable as Sadok's employer or joint employer, as alleged in paragraph 15, to the extent the limitations period, as tolled, reaches those wages.

77. Under Labor Code section 1194, Sadok is entitled to recover the unpaid balance of his overtime compensation in an amount to be proven from Robert Half's records and by reasonable inference, together with reasonable attorney's fees and costs. The wage statements presently available to Sadok document 31.93 overtime hours in 2023, 126.39 in 2024, and 172.00 in 2025, at least 330.32 documented overtime hours in all. The unpaid premiums on those documented hours alone are not less than \$15,690.20, which is 330.32 hours at the \$47.50 minimum premium. Those totals exclude the period before July 3, 2023.

78. Under Labor Code section 218.6 and Civil Code section 3289, Sadok is entitled to prejudgment interest on the unpaid wages at ten percent per year, accruing from the date each payment fell due.

SECOND CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

(Labor Code § 226 — by Sadok, individually, against all Defendants)

79. Sadok realleges and incorporates paragraphs 1 through 70.

80. Labor Code section 226(a) required Robert Half to furnish Sadok an accurate itemized wage statement with each payment of wages. Among other items, each statement had to show the gross wages earned, the net wages earned, and all applicable hourly rates in effect during the pay period with the corresponding number of hours worked at each rate.

81. The wage statements Robert Half furnished Sadok during the Relevant Period reported his overtime hours at a \$95.00 rate. Because the lawful rate for those hours was at least

1 \$142.50, the statements understated his gross wages earned, understated his net wages earned, and
2 misstated the applicable overtime rate and the hours' corresponding wages. The statements violated
3 section 226(a)(1), (a)(5), and (a)(9).

4 82. The violations were knowing and intentional. Robert Half configured the rates the
5 statements displayed, generated the statements from its own payroll system, and repeated the same
6 inaccuracy in weekly statements for more than two years. When Sadok challenged the rates, Robert
7 Half defended them as exemption-based pay and never characterized them as an error. The
8 violations were not isolated or clerical, and they were not the product of a good-faith dispute.

9 83. Sadok suffered injury under Labor Code section 226(e)(2). The statements
10 affirmatively presented \$95.00 as the applicable overtime rate, so Sadok could not promptly and
11 easily determine from the statements alone his accurate gross wages, his accurate net wages, or the
12 lawful rate applicable to his overtime hours. Determining those figures required disregarding the
13 rate the statements expressly stated and reconstructing the omitted premium from records outside
14 the statements.

15 84. Sadok is entitled to the greater of his actual damages or statutory penalties of \$50 for
16 the initial pay period and \$100 for each further pay period in which a violation occurred within the
17 limitations period, as tolled, up to the \$4,000 aggregate maximum of section 226(e)(1).

18 85. Sadok is entitled to his costs and reasonable attorney's fees under Labor Code
19 section 226(e)(1).

20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay All Wages Due at Separation**

22 ***(Labor Code §§ 201, 202, and 203 — by Sadok, individually, against all Defendants)***

23 86. Sadok realleges and incorporates paragraphs 1 through 70.

24 87. Sadok's employment with Robert Half ended on or about September 7, 2025, when
25 QTC hired him directly and his Robert Half assignment ended, as alleged in paragraph 52. If the
26 separation was a discharge, Labor Code section 201 required Robert Half to pay all of Sadok's
27 earned and unpaid wages immediately. If the separation is instead treated as a quit, Labor Code
28 section 202 required payment at separation if Sadok gave at least 72 hours' notice, and otherwise
within 72 hours.

88. Under every alternative, the deadline passed no later than approximately September
10, 2025.

1 89. Robert Half did not pay any of Sadok's final wages by that deadline. It made the
2 final payment on or about September 15, 2025, on its ordinary weekly payroll schedule, after the
3 deadline under either section. The payment was also incomplete. It excluded the overtime premiums
4 earned in the final pay period and the premiums accumulated across the Relevant Period. Those
5 premiums remain unpaid.

6 90. The failure was willful within the meaning of Labor Code section 203. Robert Half
7 knew when Sadok's employment ended and nevertheless made the final payment on its ordinary
8 weekly schedule. Robert Half knew its records identified Sadok's overtime hours. It knew its
9 payroll system paid those hours at the straight-time rate, because Robert Half configured the system
10 that way and stated the configuration in its own section 2810.5 notice. A classification Robert Half
11 adopted without ever analyzing Sadok's actual duties supplies no good-faith basis for the
12 nonpayment.

13 91. Because the wages remained unpaid for more than 30 days, Sadok is entitled to
14 waiting-time penalties equal to 30 days of wages at his daily rate. His daily rate was at least \$760.00
(eight hours at \$95.00), exclusive of any overtime component of his regular daily wage, so the
15 penalty is not less than \$22,800.00.

16 **FOURTH CAUSE OF ACTION**

17 **Unlawful and Unfair Business Practices**

18 ***(Business & Professions Code §§ 17200 et seq. — by Sadok, individually, against all Defendants)***

19 92. Sadok realleges and incorporates paragraphs 1 through 70.

20 93. Robert Half's failure to pay the overtime compensation that Labor Code sections
21 510, 1194, and 1198 and Wage Order 4-2001 required was an unlawful business practice under
22 Business and Professions Code section 17200. So was its failure to pay all wages when due under
23 Labor Code sections 201, 202, and 204. So were the inaccurate wage statements it furnished in
24 violation of Labor Code section 226(a).

25 94. The same conduct was an unfair business practice. Robert Half told Sadok in its own
26 hiring documents that his overtime rate equaled his straight-time rate, classified him as exempt
27 without examining his duties, and retained the premium portion of wages he earned. That practice
28 offends the policy of California's overtime laws and gave Robert Half a cost advantage over
employers who pay overtime lawfully.

 95. Sadok lost money as a direct result of the practice. Robert Half retained the overtime
premiums he earned. He has standing under Business and Professions Code section 17204.

1 96. Sadok seeks restitution under section 17203 of the unpaid overtime premiums he
2 earned during the four years preceding the filing of this complaint, the limitations period set by
3 Business and Professions Code section 17208. The four-year period reaches the wages earned
4 before July 3, 2023, and Sadok seeks restitution of those wages based on Robert Half's status as his
5 employer or joint employer during that phase, as alleged in paragraph 15.

6 97. Restitution under this cause of action is necessary to the extent any portion of the
7 unpaid wages falls outside the limitations period governing the First Cause of Action, because
8 Sadok has no adequate remedy at law for that portion.

9 98. Any recovery under this cause of action shall offset, and shall not duplicate, wages
10 recovered under the First Cause of Action. This cause of action is individual. Sadok seeks no
11 restitution for any other person.

12 **FIFTH CAUSE OF ACTION**

13 **Civil Penalties Under the Private Attorneys General Act**

14 ***(Labor Code §§ 2698 et seq. — by Sadok, on behalf of the State of California and the Aggrieved***
15 ***Employees, against all Defendants)***

16 99. Sadok realleges and incorporates paragraphs 1 through 70.

17 100. PAGA authorizes an aggrieved employee, after exhausting the section 2699.3
18 procedures, to recover civil penalties on behalf of the State of California and other current or former
19 employees against whom a violation of the same Labor Code provision was committed. Sadok
20 brings this cause of action in that capacity, as the State's proxy. It is a representative action under
21 PAGA. It is not a class action, and Sadok does not seek certification under Code of Civil Procedure
22 section 382.

23 101. Sadok is an aggrieved employee under Labor Code section 2699(c)(1). Robert Half
24 employed him, and he personally suffered each violation alleged in this cause of action during the
25 one-year period preceding his PAGA notice, as alleged in paragraph 67.

26 102. Sadok asserts only violations identified in his PAGA notice, and each predicate rests
27 on the same practice. Robert Half classified hourly, client-assigned technology employees as
28 exempt, including under Labor Code section 515.5, recorded their overtime hours, and paid those
hours at straight time.

The overtime predicate — Labor Code § 510 and Wage Order 4-2001

1 103. During the PAGA Period, Robert Half violated Labor Code section 510 and Wage
2 Order 4-2001 as to Sadok and the Aggrieved Employees by paying their recorded overtime hours at
3 their straight-time rates.

4 104. Labor Code section 558 imposes a civil penalty on an employer that violates the
5 Labor Code's hours provisions or the applicable wage order. The penalty is \$50 per underpaid
6 employee per pay period for an initial violation and \$100 per underpaid employee per pay period
7 for each subsequent violation. Sadok seeks the fixed civil-penalty component of section 558,
8 recovered through section 2699(a), for each underpaid Aggrieved Employee and pay period. He
9 seeks no additional penalty under section 2699(f) for the same overtime violations.

10 105. Sadok does not seek any employee's unpaid wages through PAGA. Underpaid
11 wages described in section 558 are not recoverable as PAGA civil penalties, and Sadok seeks his
12 own unpaid wages only through his individual causes of action.

13 ***The alternative payday predicate — Labor Code § 204***

14 106. During the PAGA Period, Robert Half failed to pay Sadok and the Aggrieved
15 Employees all earned overtime wages by the payday for the next regular payroll period. On each
16 regular weekly payday, it paid the recorded overtime hours at straight time and paid no premium
17 then or on any later payday, in violation of Labor Code section 204. Those failures were willful and
18 intentional, because they flowed from the payroll configuration Robert Half itself created and
19 maintained. Sadok pleads this predicate expressly in the alternative, to the extent the Court
20 determines that section 204 governs the wages at issue.

21 107. Labor Code section 210 imposes civil penalties for violations of section 204. The
22 penalty is \$100 per employee for each initial violation, and \$200 per employee for each subsequent
23 violation or any willful or intentional violation, plus 25 percent of the amount unlawfully withheld.
24 Sadok seeks the section 210 penalties through this cause of action to the extent they are recoverable
25 under PAGA and not duplicative of another penalty for the same conduct and pay period.

26 ***The alternative wage-statement predicate — Labor Code § 226(a)***

27 108. During the PAGA Period, Robert Half furnished Sadok and the Aggrieved
28 Employees wage statements that identified overtime hours and priced them at straight-time rates.
The statements thereby misstated the gross wages earned, the net wages earned, and the applicable
rates and corresponding wages, in violation of Labor Code section 226(a)(1), (a)(5), and (a)(9).

 109. The violations were knowing and intentional and were not isolated clerical errors.
The straight-time overtime rate appeared in Robert Half's standardized section 2810.5 notices and

1 was applied by its payroll system to hours the system itself identified as overtime. When
2 challenged, Robert Half defended the rates as exemption-based pay and never characterized them as
3 an error.

4 110. For these violations Sadok seeks the civil penalties available under Labor Code
5 section 2699(f)(2), in the alternative and without cumulative recovery. If the Court determines that
6 the conditions of section 2699(f)(2)(A)(i) are met as to any statement, Sadok seeks no more than the
7 \$25 per-employee-per-pay-period penalty that provision allows for such statements. Sadok alleges
8 those conditions are not met, because the statements affirmatively misstated the applicable rate and
9 the accurate information could not be promptly and easily determined from the statements alone.

10 ***Penalty amounts, tiers, and limitations***

11 111. For violations bearing no other civil penalty, Labor Code section 2699(f)(2)(A) sets
12 the penalty at \$100 per aggrieved employee per pay period, subject to that subdivision's reduced
13 amounts where its conditions are met.

14 112. Sadok alleges that the heightened \$200 penalty of Labor Code section 2699(f)(2)(B)
15 applies to the extent its conditions are established. That subdivision applies if, within the five years
16 preceding the violation, an agency or court determined that a policy or practice giving rise to the
17 violation was unlawful, or if the Court finds the conduct malicious, fraudulent, or oppressive. The
18 conduct alleged here was deliberate. Robert Half wrote the rate into its own hiring documents,
19 applied it through its payroll system for years, and maintained it after Sadok demanded the unpaid
20 overtime in writing in September and October 2025. The conduct giving rise to the violations was
21 oppressive.

22 113. The reduced-penalty caps of Labor Code section 2699(g) and (h) do not apply.
23 Robert Half denied all liability in writing, twice. It corrected nothing in Sadok's wages or wage
24 statements, and it communicated no cure or corrective action. On that basis, and on information and
25 belief, Robert Half took no reasonable steps toward compliance before receiving the PAGA notice
26 and none within 60 days after it. It conducted no payroll or classification audit, performed no duties
27 analysis, disseminated no corrective policy, and took no corrective action. Under sections
28 2699(g)(3) and (h)(3), those caps also do not apply to any penalty recovered under section
2699(f)(2)(B).

114. The violations here were neither isolated nor nonrecurring. They recurred in weekly
pay periods across the entire PAGA Period, so the \$50 isolated-event tier of section
2699(f)(2)(A)(ii) does not apply.

1 115. Robert Half paid Sadok, and on information and belief the Aggrieved Employees, on
2 weekly pay periods. Sadok acknowledges Labor Code section 2699(o), which reduces by one-half
3 the penalties recovered under PAGA where the regular pay period is weekly, to the extent that
4 subdivision applies to a given penalty.

5 116. Sadok does not seek duplicative penalties. Where the same conduct in the same pay
6 period would support penalties under more than one provision, Sadok seeks the penalty the Court
7 determines is legally available. Sadok acknowledges the Court's authority under Labor Code
8 section 2699(e)(2) to adjust any award that would otherwise be unjust, arbitrary and oppressive, or
9 confiscatory.

10 117. This cause of action can be managed and proved through Robert Half's centrally
11 maintained records, including its classification lists, section 2810.5 notices, timekeeping data,
12 payroll rate configurations, and wage statements. The illustrative description of the Aggrieved
13 Employees in paragraph 19 tracks fields those records contain, and Sadok will work within any
14 scope or evidence parameters the Court sets under Labor Code section 2699(p).

15 118. Civil penalties recovered shall be distributed 65 percent to the LWDA and 35 percent
16 to the Aggrieved Employees under Labor Code section 2699(m).

17 119. Sadok seeks injunctive relief under Labor Code section 2699(k)(1), including an
18 order requiring Robert Half to pay its nonexempt client-assigned employees at lawful overtime rates
19 and to furnish accurate wage statements, to the extent the practice continues as to current
20 employees.

21 120. Sadok is entitled to reasonable attorney's fees and costs under Labor Code section
22 2699(k)(1), including the PAGA filing fee.

23 **PRAYER FOR RELIEF**

24 Sadok requests judgment against Defendants, and each of them, as follows:

25 A. On the First Cause of Action, the unpaid balance of overtime compensation for the
26 full period the applicable limitations statutes, as tolled, reach, in an amount to be proven at trial,
27 including not less than \$15,690.20 for the 330.32 overtime hours documented for 2023 through
28 2025;

B. Prejudgment interest on unpaid wages at ten percent per year under Labor Code
section 218.6 and Civil Code section 3289, from the date each payment fell due, and post-judgment
interest as allowed by law;

1 C. On the Second Cause of Action, the greater of actual damages or statutory penalties
2 under Labor Code section 226(e), up to the \$4,000 maximum;

3 D. On the Third Cause of Action, waiting-time penalties under Labor Code section 203
4 for the 30-day maximum, in an amount not less than \$22,800.00;

5 E. On the Fourth Cause of Action, restitution to Sadok of unpaid overtime premiums
6 earned within the four-year period of Business and Professions Code section 17208, without
7 duplication of wages recovered on the First Cause of Action;

8 F. On the Fifth Cause of Action, civil penalties under Labor Code sections 558, 210,
9 and 2699(f), as limited by sections 2699(i), 2699(o), and the other applicable provisions of PAGA,
10 distributed 65 percent to the LWDA and 35 percent to the Aggrieved Employees under section
11 2699(m), together with the injunctive relief authorized by section 2699(k)(1);

12 G. Reasonable attorney's fees and costs under Labor Code sections 1194, 226(e), and
13 2699(k)(1);

14 H. Such other relief as the Court deems just, provided that no element of recovery is
15 awarded more than once.

16 JURY DEMAND

17 Sadok demands a jury trial on all causes of action and issues so triable.

18 DATED: August 27, 2026

19 _____
20 OMAR R. JISHI
21 THE LAW OFFICE OF OMAR R. JISHI
22 Attorney for Plaintiff Mokhtar Sadok
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