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individually and on behalf of others similarly
situated and aggrieved employees pursuant to
the California Private Attorneys General Act*

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

KHANH DUONG, individually and on behalf of
others similarly situated and aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

IMEG CORP., and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 23STCV14397

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 1194,
1197, and 1197.1 (Unpaid Minimum
Wages)**
- (2) Violation of Cal. Labor Code §§ 510
and 1198 (Unpaid Overtime)**
- (3) Violation of Cal. Labor Code §§ 226.7
and 512(a) (Unpaid Meal Period
Premiums)**
- (4) Violation of Cal. Labor Code § 226.7
(Unpaid Rest Period Premiums)**
- (5) Violation of Cal. Labor Code §§ 204
and 210 (Wages Not Timely Paid
During Employment)**

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- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)**
- (7) Violation of Cal. Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid)**
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)**
- (9) Violation of Cal. Business & Professions Code §§ 17200, *et seq.***
- (10) Violation of Cal. Labor Code §§ 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004)**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff KHANH DUONG (“Plaintiff”), individually and on behalf of all members of the general public similarly situated and aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows against Defendants IMEG CORP. and DOES 1 through 25, inclusive (collectively, “Defendants”):

JURISDICTION AND VENUE

1. This is a class action brought pursuant to California Code of Civil Procedure section 382 and a PAGA action brought pursuant to California Labor Code sections 2698, *et seq.*

2. The monetary damages, restitution, statutory penalties, and other applicable legal and equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

4. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred throughout the state of California, including in the County of Los Angeles.

THE PARTIES

6. At all times herein mentioned, Plaintiff KHANH DUONG was a resident of Orange County in the State of California.

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1 7. At all times herein mentioned, Defendant IMEG CORP. was and is an employer who
2 does business throughout the state of California, with locations throughout the state of California, and
3 whose employees are engaged throughout this county and the State of California and throughout
4 Southern California, including in the County of Los Angeles at 555 S. Flower Street, Suite 750, Los
5 Angeles, California 90071.

6 8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
7 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
8 serve such fictitiously named Defendants once their names and capacities become known.

9 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
10 omissions alleged herein were performed by, or are attributable to IMEG CORP. and/or DOES 1
11 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in
12 concert with, each of the other co-Defendants and within the course and scope of such agency,
13 employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The
14 acts of any and all Defendants represent and were in accordance with Defendants' official policy.

15 10. At all relevant times, Defendants were the employers of Plaintiff within the meaning
16 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
17 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
18 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

19 11. Defendants had the authority to hire and terminate Plaintiff and the other class
20 members, to set work rules and conditions governing Plaintiff and the other class members'
21 employment, and to supervise their daily employment activities.

22 12. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
23 and the other class members' employment for them to be joint employers of Plaintiff and the other
24 class members.

25 13. Defendants directly hired and paid wages and benefits to Plaintiff and the other class
26 members.

27 14. Defendants continue to employ hourly paid and/or non-exempt employees within the
28 State of California.

1 15. At all relevant times, Defendants, and each of them, ratified each and every act or
2 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
3 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
4 alleged.

5 16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
6 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
7 occurrences, and transactions alleged herein.

8 **GENERAL ALLEGATIONS**

9 17. Plaintiff worked for Defendants from approximately January of 2022 through
10 approximately November 4, 2022. Defendants, jointly and severally, employed Plaintiff as a
11 Mechanical Designer in Southern California including in their Anaheim, California location. Plaintiff
12 worked for Defendants performing various design and engineering duties such as designing air
13 conditioning systems for hospitals and managing multiple projects for Defendants.

14 18. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in a
15 pattern and practice of wage abuse against their hourly-paid or non-exempt employees. As set forth in
16 more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiff and
17 the class members to work off-the-clock without compensation (there was no clock in/out system and
18 Plaintiff and Class members were told to keep track of their hours and log them at the end of the week);
19 instructing Plaintiff and Class members to work extra hours in one week and log the time in the next
20 week so as to avoid paying overtime; failing to properly pay overtime wages and minimum wages for
21 all hours worked; failing to provide all meal and rest breaks to which they were entitled; failing to
22 timely pay wages during employment and upon termination of employment; failing to provide accurate
23 wage statements; failing to reimburse necessary business-related expenses; and failing to adhere to
24 other related protections afforded by the California Labor Code and applicable Industrial Welfare
25 Commission Wage Order.

26 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
27 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
28 applicable Industrial Welfare Commission (“IWC”) Wage Order, that Plaintiff and the other class

1 members were entitled to receive at least minimum wages for all hours worked and that they were not
2 receiving minimum wages for all hours worked.

3 20. Defendants also implemented policies that prohibited Plaintiff and the class members
4 from accurately recording the actual time worked, resulting in a failure to pay Plaintiff and the other
5 class members all wages owed.

6 21. Plaintiff and the other class members worked over eight (8) hours in a day, and/or
7 forty (40) hours in a week during their employment with Defendants.

8 22. Plaintiff is informed and believes, and based thereon alleges, Plaintiff and the other
9 class members worked a weekly schedule of four, nine-hour days, with overtime being paid only after
10 nine hours, and one four-hour day, with overtime being paid after four hours on this day. Defendants
11 failed to adopt a proper alternative workweek schedule as required by California Labor Code section
12 511 and the applicable IWC Wage Order. As a result of Defendants' failure to properly adopt an
13 alternative workweek schedule, any instituted alternative workweek schedule is null and void.
14 Defendants must therefore pay Plaintiffs and similarly-situated employees overtime compensation for
15 all hours over 8 hours per day during the period in which the unlawful alternative workweek schedule
16 was in effect.

17 23. Plaintiff is informed and believes, and based thereon alleges, Defendants implemented
18 an unlawful make-up time policy in violation of California Labor Code section 513. Plaintiff and the
19 other class members were encouraged to enter informal and unwritten internal agreements and to work
20 extra hours in one workweek to compensate for time in an entirely separate workweek.

21 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
22 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
23 IWC Wage Order, Plaintiff and the other class members were entitled to receive certain wages for
24 overtime compensation and that they were not receiving certain wages for overtime compensation.

25 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
26 should have known that pursuant to California Labor Code sections 226.7 and 512, and the applicable
27 IWC Wage Order, Plaintiff and the other class members were entitled to receive a meal period or
28 payment of one (1) additional hour of pay at their regular rate of compensation when they were not

1 provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of
2 more than five hours per day and that Plaintiff and the other class members were entitled to receive a
3 second meal period or payment of one (1) additional hour of pay at their regular rate of compensation
4 when they were not provided with an uninterrupted second meal period of no less than thirty (30)
5 minutes for a work period of more than ten (10) hours per day. However, Plaintiff and the other class
6 members did not receive all meal periods or payment of one (1) additional hour of pay at their regular
7 rate of compensation when a meal period was missed, shortened, taken late, and/or interrupted.

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
10 Wage Order, Plaintiff and the other class members were entitled to receive all rest periods or payment
11 of one (1) additional hour of pay at their regular rate of compensation when they were not provided
12 with an uninterrupted rest period of no less than ten (10) minutes for every four hours, or major fraction
13 thereof, worked. However, Plaintiff and the other class members did not receive all rest periods or
14 payment of one (1) additional hour of pay at their regular rate of compensation when a rest period was
15 missed, shortened, taken late, and/or interrupted.

16 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
17 should have known that they were required to timely pay all wages owed to Plaintiff and the other
18 class members at the correct rate of pay.

19 28. Throughout the time period involved in this case, Defendants regularly failed to pay
20 Plaintiff and the class members all wages within any time permissible under California law, including,
21 *inter alia*, California Labor Code section 204. Defendants knew or should have known that Plaintiff
22 and the class members were entitled to receive all wages owed to them during their employment.
23 Plaintiff and the class members did not receive payment of all wages, including overtime
24 compensation, minimum wages, and meal and rest period premiums.

25 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
26 or should have known that they were required to provide Plaintiff and the other class members with
27 complete and accurate itemized wage statements pursuant to California Labor Code section 226(a)
28 but failed to do so.

1 30. Throughout the time period involved in this case, Defendants regularly failed to keep
2 complete or accurate payroll records for Plaintiff and the class members. Defendants knew or should
3 have known that Defendants were required to keep complete and accurate payroll records for Plaintiff
4 and the class members in accordance with California law, but, in fact, did not keep complete and
5 accurate payroll records.

6 31. Throughout the time period involved in this case, Defendants regularly failed to
7 maintain accurate records relating to Plaintiff's and the class members' work periods, meal periods,
8 total daily hours, hours per pay period, and applicable pay rates.

9 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
10 should have known that Plaintiff and the other class members were entitled to receive all wages upon
11 termination of employment, including, without limitation, overtime wages, minimum wages, meal
12 period premium wages, and rest period premium wages, and that they did not receive payment of all
13 wages upon termination of employment in violation of California Labor Code sections 201 and 202.

14 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
15 should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff and the
16 other class members were entitled to reimbursement for necessary business-related expenses, but, in
17 fact, did not reimburse them for necessary business-related expenses.

18 34. Throughout the time period involved in this case, Defendants knew or should have
19 known that they had a duty to compensate Plaintiff and the class pursuant to California law.
20 Defendants had the financial ability to pay such compensation, but willfully, knowingly, and
21 intentionally failed to do so, in order to increase Defendant's profits.

22 **CLASS ACTION ALLEGATIONS**

23 35. Plaintiff brings this lawsuit as a class action on behalf of herself and all others similarly
24 situated, as members of a proposed class pursuant to California Code of Civil Procedure section
25 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and
26 superiority requirements under California Code of Civil Procedure section 382.

27 36. The proposed class is defined as follows:

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All current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of the original Complaint until final judgment.

37. Plaintiff reserves the right to establish additional subclasses as appropriate.

38. There is a well-defined community of interest in the litigation and the Class is easily ascertainable.

39. The Class is so numerous that the individual joinder of all its members is impracticable. While the exact number and identities of class members are unknown to Plaintiff at this time, the exact numbers of class members and their identities can be ascertained through appropriate discovery from records maintained by Defendants and their agents.

40. Common questions of fact and law exist as to all class members, which predominate over any questions affecting only individual members of the Class. The common legal and factual questions which do not vary from class member to class member, and which may be determined without reference to the individual circumstances of any class member include, but are not limited to, the following:

- i. Whether Defendants had a policy and practice of failing to pay minimum wages to Plaintiff and the other class members for all hours worked;
- ii. Whether Defendants had a policy and practice of failing to pay overtime wages to Plaintiff and the other class members for all overtime hours worked;
- iii. Whether Defendants had a policy and practice of failing to provide meal periods to Plaintiff and the other class members;
- iv. Whether Defendants had a policy and practice of failing to provide rest periods to Plaintiff and the other class members;
- v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in the State of California for all hours worked, and for all missed, short, late, and/or interrupted meal periods and rest breaks;

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- 1 vi. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
2 members during their employment;
- 3 vii. Whether Defendants' failure to pay wages, without abatement or reduction, in
4 accordance with the California Labor Code, was willful;
- 5 viii. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
6 within the required time upon their discharge or resignation;
- 7 ix. Whether Defendants failed to comply with wage reporting as required by the California
8 Labor Code; including, *inter alia*, section 226;
- 9 x. Whether Defendants failed to reimburse Plaintiff and the other class members for
10 necessary business-related expenses and costs;
- 11 xi. Whether Defendants failed to adopt a proper alternative workweek schedule as required
12 by California Labor Code section 511 and the applicable IWC Wage Order;
- 13 xii. Whether Defendants implemented an unlawful make-up time policy in violation of
14 California Labor Code section 513;
- 15 xiii. Whether Defendants' conduct was willful or reckless;
- 16 xiv. Whether Defendants engaged in unfair business practices in violation of California
17 Business & Professions Code section 17200, *et seq.*;
- 18 xv. The appropriate amount of damages, restitution, and/or monetary penalties resulting
19 from Defendants' violation of California law; and
- 20 xvi. Whether Plaintiff and the other class members are entitled to compensatory damages
21 pursuant to the California Labor Code.

22 41. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are
23 coincident with and not antagonistic to those of the other class members Plaintiff seeks to
24 represent. Plaintiff will fairly and adequately protect the interests of the members of
25 the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff
26 intends to prosecute this action vigorously.

27 42. A class action is superior to other available methods for the fair and efficient
28 adjudication of this controversy since individual litigation of the claims of all class members is

1 impracticable. Even if every class member could afford individual litigation, the court system could
2 not. It would be unduly burdensome on the courts in which individual litigation of numerous cases
3 would proceed. Individualized litigation would also present the potential for varying, inconsistent or
4 contradictory judgments and would magnify the delay and expense to all parties and to the court
5 system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of
6 this action as a class action, with respect to some or all of the issues presented in this Complaint,
7 presents fewer management difficulties, conserves the resources of the parties and of the court system,
8 and protects the rights of each class member.

9 43. Certification of this lawsuit as a class action will advance public policy
10 objectives. Employers of this great state violate employment and labor laws every day. Current
11 employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However,
12 class actions provide the class members who are not named in the complaint anonymity that allows
13 for the vindication of their rights.

14 **PAGA ALLEGATIONS**

15 44. PAGA is and was applicable to Defendants' employment of Plaintiff and the aggrieved
16 employees.

17 45. PAGA provides that any provision of law under the California Labor Code that
18 provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected
19 by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through
20 a civil action brought by an aggrieved employee on behalf of himself or herself and other current or
21 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

22 46. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
23 any person employed by the alleged violator and against whom one or more of the alleged violations
24 was committed.

25 47. Plaintiff and the other non-exempt employees are "aggrieved employees" as defined
26 by California Labor Code section 2699(c) because they are current or former employees of Defendants
27 against whom one of more of the alleged violations were committed.

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1 48. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
2 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
3 have been met:

4 a. The aggrieved employee shall give written notice by certified mail (hereinafter
5 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
6 California Labor Code alleged to have been violated, including the facts and theories
7 to support the alleged violations.

8 b. The LWDA shall provide notice (“LWDA Response”) to the employer and the
9 aggrieved employee by certified mail that it does not intend to investigate the alleged
10 violation within sixty (60) calendar days of the postmark date of the Employee’s
11 Notice. Upon receipt of the LWDA Response, or if the LWDA Response is not
12 provided within sixty-five (65) calendar days of the postmark date of the Employee’s
13 Notice, the aggrieved employee may commence a civil action pursuant to California
14 Labor Code section 2699 to recover civil penalties in addition to any other penalties to
15 which the employee may be entitled.

16 49. On April 17, 2023, Plaintiff provided notice by electronic submission to the LWDA
17 and by certified mail to Defendants regarding the specific provisions of the California Labor Code
18 alleged to have been violated, including the facts and theories to support the alleged violations,
19 pursuant to California Labor Code section 2699.3. **A true and correct copy of the Employee’s**
20 **Notice is attached hereto as Exhibit A.**

21 50. On July 10, 2026, Plaintiff provided an amended notice by electronic submission to the
22 LWDA and by certified mail to Defendants regarding additional specific provisions of the California
23 Labor Code alleged to have been violated, including facts and theories to support the alleged
24 violations, pursuant to California Labor Code section 2699.3. **A true and correct copy of the**
25 **amended Employee’s Notice is attached hereto as Exhibit B.**

26 51. Plaintiff did not receive an LWDA Response within sixty-five (65) calendar days of
27 providing either of the Employee’s Notices.

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52. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of, *inter alia*, California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 511, 512(a), 513, 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 have been satisfied.

FIRST CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1

Failure to Pay Minimum Wage

(Against All Defendants and DOES 1 – 25)

53. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

54. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the other class members were not paid the appropriate minimum wage for all of the hours they worked. Plaintiff and the other class members were not paid the minimum wage for work performed beyond their scheduled shifts, and the wages paid to them were not sufficient to compensate them for all hours they worked at a minimum wage rate on a cumulative basis.

55. Throughout the relevant time period, Defendants regularly required Plaintiff and the class members to perform off-the-clock work and thereafter log worked time at regular rates the following week. Further, Plaintiff and class members were denied meal periods and/or worked through meal periods off-the-clock. Defendants' policies underlying these requirements of Plaintiff and class members ensured that Plaintiff and class members would not be properly paid at least the appropriate regular wage rate for all time they worked for Defendants. Defendants aforementioned practices resulted in the systematic underpayment of wages to Plaintiff and class members who were denied wages of all time worked.

56. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and the other class members for all hours they worked in violation of California Labor Code sections

1 1194, 1197, and 1197.1.

2 57. Defendants' failure to pay Plaintiff and the other class members the minimum wage as
3 required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections,
4 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage
5 compensation, as well as interest, costs, and attorney's fees.

6 58. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
7 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
8 and interest thereon.

9 **SECOND CAUSE OF ACTION**

10 **VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198**

11 **Unpaid Overtime**

12 **(Against All Defendants and DOES 1 – 25)**

13 59. Plaintiff incorporates herein by specific reference, as though fully set forth, the
14 allegations in all preceding paragraphs.

15 60. California Labor Code section 1198 and the applicable IWC Wage Order provide that
16 it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half
17 or two-times that person's regular rate of pay, depending on the number of hours worked by the person
18 on a daily or weekly basis.

19 61. Specifically, the applicable IWC Wage Order provides that Defendants were required
20 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
21 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

22 62. The applicable IWC Wage Order further provides that Defendants were required to pay
23 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular
24 rate of pay for all hours worked in excess of twelve (12) hours in a day.

25 63. California Labor Code section 510 codifies the right to overtime compensation at one-
26 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
27 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
28 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours

1 in a day or in excess of eight (8) hours in a day on the seventh day of work.

2 64. Throughout the relevant time period, Defendants regularly required Plaintiff and the
3 class members to perform off-the-clock work and thereafter log worked time at regular rates the
4 following week. Further, Plaintiff and class members were denied meal periods and/or worked
5 through meal periods off-the-clock. Defendants' policies underlying these requirements of Plaintiff
6 and class members ensured that Plaintiff and class members would not be properly paid at least the
7 appropriate regular wage rate for all time they worked for Defendants. Defendants aforementioned
8 practices resulted in the systematic underpayment of wages to Plaintiff and class members who were
9 denied wages of all time worked. Moreover, the uncompensated work was often performed when
10 Plaintiff and class members had already worked eight (8) hours in a day and/or forty (40) hours in a
11 week resulting in a failure to pay overtime compensation.

12 65. Throughout the relevant time period, Plaintiff and the other class members worked a
13 weekly schedule of four, nine-hour days, with overtime being paid only after nine hours, and one four-
14 hour day, with overtime being paid after four hours on this day. Defendants failed to adopt a proper
15 alternative workweek schedule as required by California Labor Code section 511 and the applicable
16 IWC Wage Order. As a result of Defendants' failure to properly adopt an alternative workweek
17 schedule, any instituted alternative workweek schedule is null and void. Defendants must therefore
18 pay Plaintiffs and similarly-situated employees overtime compensation for all hours over 8 hours per
19 day during the period in which the unlawful alternative workweek schedule was in effect.

20 66. Throughout the relevant time period, Defendants implemented an unlawful make-up
21 time policy in violation of California Labor Code section 513. Plaintiff and the other class members
22 were encouraged to enter informal and unwritten internal agreements and to work extra hours in one
23 workweek to compensate for time in an entirely separate workweek.

24 67. Defendants' failure to pay Plaintiff and the other class members as outlined above
25 violates California Labor Code sections 510, 511, 513, and 1198 and is therefore unlawful.

26 68. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
27 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'
28 fees.

1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512**

3 **Failure to Provide Meal Periods**

4 **(Against All Defendants and DOES 1 – 25)**

5 69. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 70. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California
8 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other class members'
9 employment by Defendants.

10 71. At all relevant times herein set forth, California Labor Code section 226.7 provides that
11 no employer shall require an employee to work during any meal period mandated by an applicable
12 IWC Order.

13 72. At all relevant times herein set forth, California Labor Code section 512(a) provides
14 that an employer may not require, cause, or permit an employee to work for a period of more than five
15 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
16 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
17 the meal period may be waived by mutual consent of both the employer and the employee.

18 73. At all relevant times, California Labor Code section 512(a) further provides that an
19 employer may not require, cause, or permit an employee to work a work period of more than ten (10)
20 hours per day without providing the employee with a second uninterrupted meal period of not less
21 than thirty (30) minutes, except if the total hours worked is no more than twelve (12) hours, the second
22 meal period may be waived by mutual consent of the employer and the employee only if the first meal
23 period was not waived.

24 74. During the relevant time period, Plaintiff and the other class members were not
25 provided with thirty-minute meal periods. Plaintiff and class members were required by Defendants
26 to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal
27 periods. Further, Plaintiff and class members were not provided with a second uninterrupted 30-
28 minute meal period when they worked over ten (10) hours per day. Defendants regularly required

1 Plaintiff and class members to work through their first and second meal periods, to take their first meal
2 period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth
3 (10th) hour of work. Meal periods, when provided, were oftentimes interrupted, or cut short.

4 75. During the relevant time period, Defendants intentionally and willfully required
5 Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff
6 and the other class members for work performed during meal periods. As a result, Plaintiff worked
7 through meal periods, took late meal periods, took interrupted meal periods, or took short meal periods,
8 if at all. Defendants failed to provide proper meal periods, and any meal periods provided were late,
9 short, interrupted, took place in settings wherein Defendants did not allow Plaintiff or class members
10 to leave Defendants' premises, or the meal periods were otherwise non-compliant with California law.

11 76. During the relevant time period, Defendants failed to pay Plaintiff and the other class
12 members all meal period premiums due pursuant to California Labor Code section 226.7 and
13 512. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor Code
14 sections 226.7 and 512(a).

15 77. Pursuant to the applicable IWC Wage Order and California Labor Code section
16 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional
17 hour of pay at their regular rate of compensation for each workday that a meal period was not
18 provided.

19 **FOURTH CAUSE OF ACTION**

20 **VIOLATION OF CAL. LABOR CODE § 226.7**

21 **Failure to Provide Rest Periods**

22 **(Against All Defendants and DOES 1 – 25)**

23 78. Plaintiff incorporates herein by specific reference, as though fully set forth, the
24 allegations in all preceding paragraphs.

25 79. At all relevant times herein set forth, the applicable IWC Wage Order and California
26 Labor Code section 226.7 were applicable to Plaintiff and the other class members' employment by
27 Defendants.

28 ///

1 80. At all relevant times, California Labor Code section 226.7 provides that no employer
2 shall require an employee to work during any rest period mandated by an applicable order of the
3 California IWC.

4 81. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer
5 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
6 the middle of each work period” and that the “rest period time shall be based on the total hours worked
7 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless
8 the total daily work time is less than three and one-half (3½) hours.

9 82. Pursuant to the applicable IWC Wage Order and California Labor Code section
10 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1)
11 additional hour of pay at their regular hourly rate of compensation for each workday that the rest period
12 was not provided.

13 83. During the relevant time period, Defendants required Plaintiff and the other class
14 members to work three and one-half (3 ½) or more hours without authorizing or permitting a ten (10)
15 minute rest period per each four (4) hour period, or major fraction thereof, worked. Defendants failed
16 to authorize and permit Plaintiff and class members’ third legally-complaint 10-minute rest period on
17 days where Plaintiff and other class members worked more than ten (10) hours in a day.

18 84. During the relevant time period, Defendants willfully required Plaintiff and the other
19 class members to work during rest periods. Defendants failed to relieve Plaintiff and the other class
20 members of all duties such that they could take compliant rest breaks. As a result, Plaintiff worked
21 through rest periods, took late rest periods, took interrupted rest periods, or took short rest periods, if
22 at all. Defendants failed to provide proper rest periods, and any rest periods provided were late, short,
23 interrupted, took place in settings wherein Defendants did not allow Plaintiff or class members to leave
24 Defendants’ premises, or the rest periods were otherwise non-compliant with California law.

25 85. Defendants also had no policy and/or practice to pay a premium when rest periods were
26 missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus
27 failed to pay Plaintiff and the other class members the full rest period premium due in violation of
28 California Labor Code section 226.7.

86. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code section 226.7.

87. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday that a rest period was not provided.

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 204 AND 210

Failure to Timely Pay Wages During Employment

(Against All Defendants and DOES 1 – 25)

88. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

89. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

90. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

91. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

92. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and other class members all wages due to them, within any time period permissible under California Labor Code section 204.

93. Plaintiff and other class members are entitled to recover all available remedies for Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

SIXTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 226(a)

Failure to Provide Accurate Wage Statements

(Against All Defendants and DOES 1 – 25)

94. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

95. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, total hours worked, and all applicable hourly rates.

96. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, among other things, the failure to state all hours worked, the failure to state the actual gross wages earned, and the correct rates of pay. Accordingly, Defendants violated California Labor Code 226(a).

97. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily protected rights.

98. Specifically, Plaintiff and the other class members have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate number of total hours worked on wage statements, Plaintiff and the other class members been prevented by Defendants from determining if all hours worked were paid and the extent of the underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct time records, and perform computations in order to analyze whether in fact Plaintiff and the other class members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

1 99. Plaintiff and the other class members are entitled to recover from Defendants the
2 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
3 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

4 **SEVENTH CAUSE OF ACTION**

5 **VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203**

6 **Final Wages Not Timely Paid**

7 **(Against All Defendants and DOES 1 – 25)**

8 100. Plaintiff incorporates herein by specific reference, as though fully set forth, the
9 allegations in all preceding paragraphs.

10 101. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
11 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
12 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
13 at the time of discharge are due and payable immediately. California Labor Code section 202
14 mandates that if an employee quits, his or her wages shall become due and payable not later than
15 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
16 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
17 quitting.

18 102. California Labor Code section 203 provides that if an employer willfully fails to pay,
19 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
20 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
21 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
22 continue for more than thirty (30) days.

23 103. At the time that Plaintiff and the other class members' employment with Defendants
24 ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class members all
25 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
26 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
27 wages, and all wages due to Plaintiff and class members as they became due, as required per California
28 Labor Code sections 204.

1 104. As a result, Plaintiff and the other class members are entitled to all available
2 statutory penalties, including the waiting time penalties provided in California Labor Code section
3 203, together with interest thereon, as well as other available remedies.

4 **EIGHTH CAUSE OF ACTION**

5 **VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802**

6 **Failure to Reimburse Necessary Business Expenses**

7 **(Against All Defendants and DOES 1 – 25)**

8 105. Plaintiff incorporates herein by specific reference, as though fully set forth, the
9 allegations in all preceding paragraphs.

10 106. Pursuant to California Labor Code sections 2800 and 2802, an employer must
11 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
12 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
13 consequence of his or her obedience to the directions of the employer.

14 107. Plaintiff and the other class members incurred necessary business-related expenses and
15 costs that were not fully reimbursed by Defendants, including, but not limited to: (1) usage of personal
16 cell phones, personal computers, and personal internet for work-related purposes; (2) significant
17 unreimbursed mileage accrued by Plaintiff and class members as they completed various tasks for
18 Defendants requiring them to use their personal vehicles and make trips; and (3) the purchase of steel
19 toed boots for work-related purposes.

20 108. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class
21 members for all necessary business-related expenses and costs. Plaintiff and the other class members
22 are entitled to recover from Defendants their business-related expenses and costs incurred during the
23 course and scope of her employment, plus interest accrued from the date on which Plaintiff and the
24 other class members incurred the necessary expenditures at the same rate as judgments in civil actions
25 in the State of California.

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28 ///

1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *ET. SEQ.***

3 **Unfair and Unlawful Business Practices**

4 **(Against All Defendants and DOES 1 – 25)**

5 109. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 110. Each and every one of Defendants' acts and omissions in violation of the California
8 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
9 Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay
10 minimum wages, Defendants' failure and refusal to provide required meal periods, Defendants' failure
11 and refusal to provide required rest periods, Defendants' failure to timely pay wages at the correct rate
12 during employment, Defendants' failure and refusal to furnish accurate itemized wage statements,
13 Defendants' failure and refusal to reimburse business-related expenses, and Defendants' failure to
14 timely pay wages upon termination constitutes an unfair and unlawful business practice under
15 California Business and Professions Code § 17200 *et seq.*

16 111. Defendants' violations of California wage and hour laws constitute an unfair and
17 unlawful business practice because Defendants' aforementioned acts and omissions were done
18 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff
19 and the other class members.

20 112. Defendants have avoided payment of overtime wages, minimum wages, meal period
21 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required
22 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
23 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to
24 the state authorities under the California Labor Code and other applicable regulations.

25 113. As a result of Defendants' unfair and unlawful business practices, Defendants have
26 reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of
27 Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge
28 its ill-gotten gains and to restore them to Plaintiff and the other class members.

114. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

TENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 2698, ET SEQ.

California Labor Code Private Attorneys General Act of 2004

(Against All Defendants and DOES 1 – 25)

115. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

116. Plaintiff brings this action on a representative basis on behalf of other aggrieved employees and the State of California, in Plaintiff's capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

117. PAGA expressly provides for a private right of action to recover civil penalties for violations of the California Labor Code as follows: "*Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.*" Cal. Lab. Code § 2699(a).

118. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

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

1 120. Defendants' conduct, as alleged herein, violates numerous sections of the California
2 Labor Code, including, but not limited to, the following:

3 ///

- 4 a. Violation of California Labor Code sections 510 and 1198 for failure to pay overtime
5 wages;
- 6 b. Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay
7 minimum wages;
- 8 c. Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
9 legally required meal periods;
- 10 d. Violation of California Labor Code section 226.7 for failure to provide legally required
11 rest periods;
- 12 e. Violation of California Labor Code section 204 for failure to timely pay wages to
13 Plaintiff and Aggrieved Employees during employment;
- 14 f. Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
15 wages at time of discharge from employment;
- 16 g. Violation of California Labor Code section 226(a) for failure to provide accurate wage
17 statements to Plaintiff and Aggrieved Employees;
- 18 h. Violation of California Labor Code section 1174(d) for failure to keep complete and
19 accurate payroll records relating to Plaintiff and aggrieved employees;
- 20 i. Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
21 Plaintiff and Aggrieved Employees for necessary business-related expenses;
- 22 j. Violation of California Labor Code section 511 for failure to adopt a proper alternative
23 workweek schedule; and
- 24 k. Violation of California Labor Code section 513 for implementing an unlawful make-
25 up time policy.

26 121. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3,
27 and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and
28 collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against

Defendants for violations of California Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

122. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the aggrieved employees.

123. Plaintiff retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all other similarly situated employees and aggrieved employees pursuant to PAGA, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action as to the first nine causes of action;
2. That Plaintiff be appointed as the representative of the Class as to the first nine causes of action;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

- 1 6. For general unpaid wages and such general and special damages as may be appropriate;
- 2 7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
- 3 Plaintiff and the other class members in the amount as may be established according to proof at trial;
- 4 8. For pre-judgment interest on any unpaid compensation from the date such amounts
- 5 were due;
- 6 9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
- 7 Labor Code section 1194(a);
- 8 10. For liquidated damages pursuant to California Labor Code section 1194.2; and
- 9 11. For such other and further relief as the Court may deem just and proper.

10 **As to the Second Cause of Action**

- 11 12. That the Court declare, adjudge, and decree that Defendants violated California Labor
- 12 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
- 13 wages due to Plaintiff and the other class members;
- 14 13. For general unpaid wages at overtime wage rates and such general and special damages
- 15 as may be appropriate;
- 16 14. For pre-judgment interest on any unpaid overtime compensation commencing from the
- 17 date such amounts were due;
- 18 15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
- 19 Labor Code section 1194; and
- 20 16. For such other and further relief as the Court may deem just and proper.

21 **As to the Third Cause of Action**

- 22 17. That the Court declare, adjudge, and decree that Defendants violated California Labor
- 23 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
- 24 periods (including second meal periods) to Plaintiff and the other class members;
- 25 18. That the Court make an award to Plaintiff and the other class members of one (1) hour
- 26 of pay at each employee's regular rate of compensation for each workday that a meal period was not
- 27 provided;
- 28 19. For all actual, consequential, and incidental losses and damages, according to proof;

- 1 20. For premium wages pursuant to California Labor Code section 226.7(c);
2 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;
3 22. For reasonable attorneys' fees and costs of suit incurred herein; and
4 23. For such other and further relief as the Court may deem just and proper.

5 **As to the Fourth Cause Action**

6 24. That the Court declare, adjudge, and decree that Defendants violated California Labor
7 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
8 Plaintiff and the other class members;

9 25. That the Court make an award to Plaintiff and the other class members of one (1) hour
10 of pay at each employee's regular rate of compensation for each workday that a rest period was not
11 provided;

12 26. For all actual, consequential, and incidental losses and damages, according to proof;

13 27. For premium wages pursuant to California Labor Code section 226.7(c);

14 28. For pre-judgment interest on any unpaid wages from the date such amounts were due;
15 and

16 29. For such other and further relief as the Court may deem just and proper.

17 **As to the Fifth Cause of Action**

18 30. That the Court declare, adjudge, and decree that Defendants violated California Labor
19 Code section 204 by willfully failing to pay all compensation owed at the time required by California
20 Labor Code section 204 to Plaintiff and the Class;

21 31. For statutory penalties pursuant to California Labor Code section 210; and

22 32. For such other and further relief as the Court deems just and proper.

23 **As to the Sixth Cause of Action**

24 33. That the Court declare, adjudge, and decree that Defendants violated the record keeping
25 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
26 and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

27 34. For actual, consequential and incidental losses and damages, according to proof;

28 35. For statutory penalties pursuant to California Labor Code section 226(e);

36. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

37. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

38. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

39. For all actual, consequential, and incidental losses and damages, according to proof;

40. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

41. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

42. For such other and further relief as the Court may deem just and proper.

As to the Eight Cause of Action

43. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

44. For actual, consequential and incidental losses and damages, according to proof;

45. For the imposition of civil penalties and/or statutory penalties;

46. For punitive damages and/or exemplary damages according to proof at trial;

47. For reasonable attorneys' fees and costs of suit incurred herein; and

48. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

49. That the Court declare, adjudge, and decree that Defendants violated the following California Labor Code sections as to Plaintiff and the other class members: 510 and 1198 (by failing to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7 and 512(a)

(by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely pay wages during employment); 226(a) (by failing to provide accurate wage statements); and 201, 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to reimburse business-related expenses);

50. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

51. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

52. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

53. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*

As to the Tenth Cause of Action

54. For the imposition of civil penalties pursuant to California Labor Code sections 2699, 210, 558, 226, 226.3, 1174.5, and 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes;

55. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1) of the California Labor Code; and

56. For such other and further relief as the Court may deem proper.

Dated: July 30, 2026

BLACKSTONE LAW, APC

By: /s/ Theodore R. Tang

Karen I. Gold
Noam Y. Reiffman
Marissa A. Mayhood
Alexandra Rose
Theodore R. Tang

Attorneys for Plaintiff
KHAHN DUONG, individually, and on behalf
of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act

EXHIBIT A

April 17, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Khanh Duong v. IMEG Corp.*

Dear Representative:

This office represents Khanh Duong (“Claimant”) with respect to his claims under the California Labor Code against IMEG Corp., including any and all affiliates, subsidiaries, parents, directors, and officers thereof (collectively referred to herein as “Employer”). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Claimant from approximately January 2022 through November 4, 2022, as a mechanical designer. Claimant designed air conditioning systems for hospitals and managed multiple projects for Employer. There was no clock in/out system, and Claimant and aggrieved employees were told to keep track of their hours and log them at the end of the week. In order to avoid paying overtime, Claimant and aggrieved employees were instructed by Employer to work extra hours in one week but log the time in the next week. Claimant and aggrieved employees also suffered other violations of the law, including but not limited to missed meal and rest periods, unpaid overtime, unpaid minimum wage, waiting time penalties, etc.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid employees who worked for Employer in the State of California during the relevant statutory period (“Aggrieved Employees,” as used throughout this PAGA Claim Notice). This letter is being sent in compliance with California Labor Code section 2699.3, and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employer violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Order"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employer regularly required Claimant and other Aggrieved Employees to perform work off-the-clock and then log worked time at regular rates the following week. Additionally, Claimant and Aggrieved Employees were denied and/or worked through meal and rest periods. Employer's practice resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees who were denied wages for all time worked.

Due to the practices described herein, Employer failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation.

As a result of the foregoing practices, Employer has failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated the applicable IWC Wage Orders as well as California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; the penalties section of the applicable IWC Wage Order;

penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employer failed to provide Claimant and other Aggrieved Employees with 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer prohibited Claimant and other Aggrieved Employees from leaving their assigned work areas during meal periods; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

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Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198. Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; the penalties paragraph of the applicable IWC Wage Order; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employer failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employer required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete, and duty-free rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimant and other Aggrieved Employees to remain on-call and respond to work-related

requests at all times, including during rest periods, which included responding to telephone calls or other communications at all hours of the day and night, every day of the week; (7) Employer prohibited Claimant and other Aggrieved Employees from leaving their assigned work areas during rest periods; and (8) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; the penalties section of the applicable IWC Wage Order; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer has failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown

as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employer violated California Labor Code section 226(a). Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employer has failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d). Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; the penalties section of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include but are not limited to: (1) usage of personal cell phones, personal computers, and personal internet, for work-related purposes; and (2) significant unreimbursed mileage accrued by Claimant and Aggrieved Employees as they completed various

tasks for Employer requiring them to use their personal vehicles and make trips. Accordingly, Employer violated the applicable IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Claimant and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Claimant or the Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Claimant or the Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Claimant and the Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code

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violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employer is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employer for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employer's alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW, APC



Barbara DuVan-Clarke, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

IMEG Corp.
623 26th Avenue
Rock Island, IL 61201

CSC - Lawyers Incorporating Service
Agent for Service of Process for IMEG Corp.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

EXHIBIT B

July 10, 2026

Amended PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Khanh Duong v. IMEG Corp.*

Dear Representative:

On April 17, 2023, pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. ("PAGA") our office provided notice to the California Labor and Workforce Development Agency ("LWDA") on behalf of Khanh Duong ("Claimant") that Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under PAGA with respect to his claims under the California Labor Code against IMEG Corp., (including any and all affiliates, subsidiaries, parents, directors, officers, and successors in interest thereof (collectively referred to herein as "Employer")).

We write to inform you of this amended notice to provide clarification that "Employer" includes IMEG Consultants Corp., successor in interest to IMEG Corp., as well as to provide additional detail regarding the violations alleged.

This letter is being sent simultaneously to Employer by certified mail.

Employer employed Claimant from approximately January 2022 through November 4, 2022, as a Mechanical Designer. Claimant designed air conditioning systems for hospitals and managed multiple projects for Employer. There was no clock in/out system, and Claimant and aggrieved employees were told to keep track of their hours and log them at the end of the week. In order to avoid paying overtime, Claimant and aggrieved employees were instructed by Employer to work extra hours in one week but log the time in the next week. Claimant and aggrieved employees also suffered other violations of the law, including but not limited to missed meal and rest periods, unpaid overtime, unpaid minimum wage, waiting time penalties, etc.

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Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid employees who worked for Employer in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3, and shall serve as Claimant’s amended notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employer violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Order”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employer regularly required Claimant and other Aggrieved Employees to perform work off-the-clock and then log worked time at regular rates the following week. Additionally, Claimant and Aggrieved Employees were denied and/or worked through meal and rest periods. Employer further had a policy for Claimant and other Aggrieved Employees to make up work time that is or would be lost as a result of a personal obligation of the employee without incurring overtime payment that is not compliant with Labor Code section 513. Finally, Employer regularly scheduled workweeks for Claimant and other Aggrieved Employees requiring more than eight hours of work in a 24-hour period without adopting a proper alternative workweek schedule as required by Labor Code section 511 and the appropriate IWC Wage Orders. This includes, without limitation, regularly scheduling Plaintiff and other Aggrieved Employees to workweeks consisting of 4 9-hour days and 1 4-hour day in a week, without paying overtime on the ninth hour. Employer’s practice resulted in the systematic underpayment of wages (including

minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees who were denied wages for all time worked.

Due to the practices described herein, Employer failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation.

As a result of the foregoing practices, Employer has failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated the applicable IWC Wage Orders as well as California Labor Code sections 204, 510, 511, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; the penalties section of the applicable IWC Wage Order; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employer failed to provide Claimant and other Aggrieved Employees with 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded

its own purported meal period policies, and did not record Claimant and other Aggrieved Employees' meal periods for a portion of the relevant time period ; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer prohibited Claimant and other Aggrieved Employees from leaving their assigned work areas during meal periods; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198. Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; the penalties paragraph of the applicable IWC Wage Order; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employer failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employer required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in a day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM*

Security Services, Inc., 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete, and duty-free rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls or other communications at all hours of the day and night, every day of the week; (7) Employer prohibited Claimant and other Aggrieved Employees from leaving their assigned work areas during rest periods; and (8) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; the penalties section of the applicable IWC Wage Order; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer has failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed

including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employer violated California Labor Code section 226(a). Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employer has failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d). Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; the penalties section of the

applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include but are not limited to: (1) usage of personal cell phones, personal computers, and personal internet, for work-related purposes; (2) significant unreimbursed mileage accrued by Claimant and Aggrieved Employees as they completed various tasks for Employer requiring them to use their personal vehicles and make trips; and (3) requiring Claimant and other Aggrieved Employees to purchase steel toed boots. Accordingly, Employer violated the applicable IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Claimant and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Claimant or the Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Claimant or the Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Claimant and the Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code

violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employer is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employer for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employer's alleged violations within this time.

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If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW, APC

Theodore R. Tang

Theodore R. Tang, Esq.

Cc: By E-Mail and U.S. Certified Mail, Return Receipt Requested

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On July 30, 2026, I served a copy of the following document(s):

• **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

on the interested parties as follows:

David P. Zins
Nicole S. Phillis
Stephen C. Franz
DAVIS WRIGHT TREMAINE LLP
350 South Grand Avenue, 27th Floor
Los Angeles, California 90071
Telephone: (213) 633-6800/ Fax: (213) 633-6899
Emails: davidzins@dwt.com
nicolephillis@dwt.com
stephenfranz@dwt.com
akshee@dwt.com

☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 30, 2026 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista