

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

1/27/2026 3:26:54 PM

Clerk of the Superior Court
By C. Hines ,Deputy Clerk

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Dorota A. James (State Bar No. 309933)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 fax
nick@ferrarovega.com / lauren@ferrarovega.com
dorota@ferrarovega.com

Attorneys for Plaintiff Manuel Gonzalez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MANUEL GONZALEZ, on behalf of all other
current and former aggrieved employees of
Defendants and the State of California under the
Private Attorneys General Act,

Plaintiffs,

vs.

CGI FEDERAL INC. and DOES 1 through 50,
inclusive,

Defendants.

Case No. 26CU004379C

Judge:
Department:

**REPRESENTATIVE ACTION
COMPLAINT**

1. Civil Penalties under the Private Attorneys
General act (Labor Code §§ 2698 *et seq.*)

Action Filed:

1 Plaintiff MANUEL GONZALEZ, on behalf of all other current and former aggrieved
2 employees of Defendants and the State of California under the Private Attorneys General Act
3 (“Plaintiff”) brings this REPRESENTATIVE ACTION COMPLAINT against Defendants CGI
4 FEDERAL INC. and DOES 1 through 50, inclusive (collectively “Defendants”), alleging as follows:

5 **INTRODUCTION**

6 1. This is a representative action complaint brought under the California Private Attorneys
7 General Act (Labor Code 2968 et seq.).

8 2. Defendants failed to pay Plaintiff and the aggrieved employees the lawful minimum wage
9 for all hours worked. As a result of Defendants’ policies and practices—including timekeeping,
10 scheduling, and payroll systems that underreported hours—Plaintiff and the aggrieved employees are
11 owed unpaid minimum wages.

12 3. Defendants failed to correctly calculate the regular rate of pay as required by California
13 law. This resulted in the underpayment of wages, including minimum wage, overtime compensation,
14 sick pay, and meal and rest period premiums. Defendants unlawfully excluded certain forms of
15 compensation from the regular rate, resulting in underpayment of wages owed to Plaintiff and the
16 aggrieved employees.

17 4. Defendants also failed to pay all overtime wages owed. On occasions when they paid
18 overtime, Defendants did so at an improperly low rate because they failed to include all
19 nondiscretionary bonuses, incentives, and other remuneration in the regular rate of pay, contrary to
20 California Labor Code requirements.

21 5. Plaintiff and the aggrieved employees were also denied lawful, timely, and duty-free meal
22 and rest breaks. Defendants failed to authorize and permit compliant rest periods of at least ten minutes
23 for every four hours worked or major fraction thereof, and failed to provide first, second, and third
24 meal periods when required. Even when breaks were missed, short, or late, Defendants did not pay all
25 meal and rest period premiums owed under Labor Code § 226.7.

26 6. Specifically, Defendants maintained and enforced an unlawful auto-deduction policy that
27 automatically deducted thirty minutes from employees’ daily hours regardless of whether a compliant,
28 duty-free meal period was actually taken. This system routinely resulted in meal breaks being

1 interrupted, shortened, or not taken at all, while still deducting time and failing to pay associated
2 premiums.

3 7. Defendants' uniform employment policies, practices, and payroll administration systems
4 enabled and facilitated these violations on a company-wide basis. These systemic practices applied
5 equally to Plaintiff and all aggrieved employees, causing widespread underpayment of wages and
6 denial of statutorily mandated breaks.

7 **JURISDICTION & VENUE**

8 1. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
9 California Constitution as the causes of action are premised upon violations of California law.

10 2. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
11 the Superior Court.

12 3. This Court has jurisdiction over Defendants because, upon information and belief,
13 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
14 themselves to the California economy so as to render the exercise of jurisdiction over them by the
15 California courts consistent with traditional notions of fair play and substantial justice.

16 4. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395,
17 and/or 395.5 because, upon information and belief, Defendants conducted business and committed
18 some of the alleged violations in this County.

19 **PARTIES**

20 **A. Plaintiff Manuel Gonzalez**

21 5. Plaintiff Gonzalez is an individual over 18 years of age who worked for Defendants in
22 California as a non-exempt employee from about January 1, 2024 to November 13, 2025. Plaintiff
23 worked as a Passport Agent in San Diego, California.

24 6. The State of California, via the Labor and Workforce Development Agency
25 ("LWDA"), is the real party in interest in this action. (*Kim v. Reins Int'l California, Inc.* (2020) 9
26 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party
27 in interest."])). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting,*
28 *Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109

1 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include
2 arbitrable claims.

3 **B. Defendants**

4 7. Defendant CGI Federal Inc. is a Delaware corporation that maintains operations and
5 conducts business throughout the State of California, including in San Diego County. Founded in
6 1976, CGI Federal Inc. is one of the largest technology and professional services companies in the
7 world.

8 8. The true names and capacities, whether individual, corporate, or otherwise, of the
9 parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued
10 by such fictitious names under Code of Civil Procedure section 474. Upon information and belief,
11 each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some
12 manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their
13 true names and capacities once ascertained.

14 9. Upon information and belief, Defendants in this action are employers, co-employers,
15 joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised
16 control over the wages, hours, and working conditions of the employees, suffered and permitted them
17 to work, and otherwise engaged them as employees under California law.

18 10. Upon information and belief, at least some of the Defendants have common ownership,
19 common management, interrelationship of operations, and centralized control over labor relations and
20 are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and
21 omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

22 11. Upon information and belief, Defendants acted in all respects pertinent to this action as
23 an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated
24 enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and
25 omissions of each defendant may be legally attributable to all others.

26 **GENERAL ALLEGATIONS**

27 12. Plaintiff and the aggrieved employees worked for Defendants as non-exempt
28 employees and were compensated on an hourly basis.

1 13. Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum
2 wage rate for all hours worked, resulting in unpaid minimum wages.

3 14. Defendants required Plaintiff and the aggrieved employees to complete off-the-clock
4 work for which they received no compensation.

5 15. Specifically, Defendants maintained an auto-deduction system where 30-minute
6 lunches were deducted from Plaintiff and the aggrieved employees' time each day regardless of
7 whether a compliant meal period was taken.

8 16. On numerous occasions, Plaintiff and the aggrieved employees did not take a 30-minute
9 meal period and instead worked through their shifts without a meal period. However, because of
10 Defendants' auto-deduction system, Plaintiff and the aggrieved employees were not paid for the time
11 that was deducted when they worked through their meal periods, resulting in unpaid hours worked.

12 17. In addition, Defendants failed to pay Plaintiff and the aggrieved employees overtime
13 wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.
14 Specifically, as mentioned above, Defendants' auto-deduction timekeeping system, Defendants
15 occasionally undercalculated Plaintiff and the aggrieved employees' hours worked. To the extent that
16 this practice resulted in Plaintiff and the aggrieved employees working more than eight hours in a day
17 or forty hours in a week, Defendants failed to pay all overtime wages earned.

18 18. Additionally, Defendants sometimes failed to pay overtime wages at the regular rate of
19 pay. Specifically, Defendants failed to include all additional forms of remuneration in the regular rate
20 of pay when calculating overtime wages. For example, Plaintiff and the aggrieved employees earned
21 cash payments in lieu of regular benefits and SCA Benefits. When Plaintiff and the aggrieved
22 employees earned these payments, Defendants should have paid overtime at 1.5x Plaintiff's regular
23 rate of pay, including the cash payments. Instead, Defendants paid overtime at 1.5x Plaintiff's base
24 rate, excluding the cash payments, resulting in underpaid overtime wages. Upon information and
25 belief, this practice applied to all aggrieved employees.

26 19. Defendants failed to provide Plaintiff and the aggrieved employees with compliant
27 meal periods. Due to the press of business, Plaintiff and the aggrieved employees frequently were
28 unable to take their meal periods and had to continue working. However, Defendants would

1 automatically deduct 30-minute meal periods from Plaintiff and the aggrieved employees' timecards
2 whether they were taken or not. If Plaintiff and the aggrieved employees were able to take their meal
3 periods, they were often interrupted by Defendants, requiring them to cover for other employees or
4 complete additional work. However, due to Defendant's auto-deduct system, Plaintiff and the
5 aggrieved employees still had their meal periods deducted as if a compliant meal period was taken
6 when it was not. As a result, Defendants did not always pay meal period premiums when a compliant
7 meal period was not taken.

8 20. When Defendants did pay meal period premiums, they were sometimes underpaid
9 because Defendants failed to include all additional forms of remuneration in the regular rate of pay.
10 Defendants failed to include additional cash payments in lieu of benefits in the regular rate of pay
11 when calculating meal period premiums. This practice resulted in underpaid meal period premium
12 wages.

13 21. Plaintiff further alleges that Defendants sometimes required Plaintiff and the aggrieved
14 employees to complete additional work during rest periods. For example, Defendants sometimes
15 required Plaintiff to cover work duties for other unavailable employees during his own rest periods.
16 This practice resulted in interrupted, missed, or short rest periods. On these occasions, Defendants
17 should have paid Plaintiff and the aggrieved employees rest period premiums, but failed to do so.

18 22. Each time Plaintiff or the aggrieved employees were required to work through all or
19 part of a rest period, or were otherwise interrupted and forced to take a shortened rest break, they
20 became entitled to a rest period premium to be paid at the lawful regular rate of pay.

21 23. To the extent Defendants did pay rest period premiums, they were sometimes underpaid
22 as a result of Defendants' failure to include all forms of additional remuneration in the regular rate of
23 pay when calculating rest period premiums. These practices resulted in an underpayment of rest period
24 premiums.

25 24. Plaintiff further alleges that Defendants failed to comply with California's paid sick
26 leave laws as to all aggrieved employees. First, Defendants failed to account for all hours worked
27 when calculating paid sick leave earned. Specifically, as a result of Defendant's unlawful policy
28 requiring off-the-clock work, Defendants failed to account for each hour of work Plaintiff and the

1 aggrieved employees actually completed. Because Defendants did not accurately track all hours
2 worked, Defendants failed to account for each hour of sick time accrued. Second, when Plaintiff and
3 the aggrieved employees earned additional remuneration, Defendants failed to include these payments
4 in the regular rate of pay when calculating paid sick leave.

5 25. Plaintiff's paystubs reflect that she earned an incentive bonus and two RSU payouts
6 during the same pay period in which she received one hour of sick pay. These additional payments
7 constitute non-excludable earnings that Defendants were required, but failed, to incorporate into the
8 calculation of the paid sick leave rate, resulting in the underpayment of sick leave wages.

9 26. Plaintiff further alleges, on information and belief, that Defendants' failure to pay sick
10 leave at the lawful regular rate of pay was carried out as a uniform policy and practice applicable to
11 all aggrieved employees.

12 27. These violations create derivative liability for failure to timely pay all wages owed each
13 payday or upon separation of employment.

14 28. Plaintiff alleges that Defendants failed to pay her and the aggrieved employees all
15 wages owed for regular hours worked, overtime, and paid sick leave. As a result of these
16 underpayments, Defendants failed to timely pay all wages due in violation of Labor Code section
17 204(a.).

18 29. Defendants failed to provide accurate itemized wage statements to the aggrieved
19 employees each pay period as a result of the policies and practices set forth in this notice. Defendants
20 violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net
21 wages earned," as the employees earned wages and premiums that were not paid, resulting in an
22 inaccurate reflection and recording of "gross wages earned" on those wage statements.

23 30. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on
24 employee wage statements each pay period the applicable hourly rates in effect and the number of
25 hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees.
26 The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the
27 pay stub.

31. Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and conceal the underlying problems and underpayments of employee wages.

32. Because of these policies and practices set forth above, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

FIRST CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

33. All outside paragraphs of this Complaint are incorporated into this section.

34. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”), codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

35. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

36. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”])

37. Labor Code section 2699(a) provides: “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

1 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
2 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
3 action brought by an aggrieved employee on behalf of the employee and other current or former
4 employees against whom a violation of the same provision was committed pursuant to the procedures
5 specified in Section 2699.3. “

6 38. Any allegations regarding violations of the IWC Wage Orders are enforceable as
7 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
8 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

9 39. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
10 penalties under the PAGA.

11 40. On or about November 21, 2025, Plaintiff paid the requisite PAGA filing fee and
12 provided written notice (by online electronic filing with the LWDA and by certified mail to
13 Defendants) of Defendants’ alleged Labor Code violations, including the facts and theories to support
14 the alleged violations.

15 41. To date, neither Plaintiff nor Plaintiff’s counsel has received a response to Plaintiff’s
16 written PAGA notice from the LWDA.

17 42. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
18 Plaintiff nor Plaintiff’s counsel has received written notice by certified mail from any defendant
19 providing a description of any actions taken to cure the alleged violations.

20 43. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
21 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
22 the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all
23 prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

24 44. As set forth above and in Plaintiff’s written PAGA notice, Defendants committed the
25 following violations and are liable for all corresponding civil penalties:

- 26 a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194,
27 1197, 1198; IWC Wage Orders.

- b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.
- e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.
- g. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.
- h. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- i. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

45. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

- a. For recovery of damages in amount according to proof;
- b. For all recoverable pre- and post-judgment interest;
- c. For this action to be maintained as a representative action under the PAGA;
- d. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- e. For recovery of all civil penalties and other recoverable amounts under the PAGA;

- 1 f. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
2 permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699,
3 and Code of Civil Procedure section 1021.5 and any other applicable sections; and
4 g. For such other relief the Court deems just and proper.

5
6 Dated: January 27, 2026

Ferraro Vega Employment Lawyers, Inc.

7 

8 Nicholas J. Ferraro

9 *Attorneys for Plaintiff Manuel Gonzalez*