

1 Elliot J. Siegel (Bar No. 286798)
Elliot@KingSiegel.com
2 Melissa R. Rinehart (Bar No. 331315)
Melissa@KingSiegel.com
3 **KING & SIEGEL LLP**
4 724 South Spring Street, Suite 201
Los Angeles, California 90014
5 tel: (213) 465-4802
6 fax: (213) 465-4803

7 Attorneys for Plaintiff and Putative Class

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/14/2025 4:57 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By G. Carini, Deputy Clerk

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

10 **Nathaniel Crocker**, individually and on
11 behalf of all similarly situated individuals,

12 Plaintiff,

13 vs.

14 **TELUS International AI, Inc.**, a
15 Delaware corporation; an individual, and
16 **Does 1-10**;

17 Defendants.
18
19
20
21
22

CASE NO. **25STCV33590**

CLASS ACTION COMPLAINT FOR:

- 1) **Willful Misclassification;**
- 2) **Failure to Pay Minimum Wages for All Hours Worked;**
- 3) **Failure to Pay Overtime Wages;**
- 4) **Meal Period Violations;**
- 5) **Rest Period Violations;**
- 6) **Failure to Reimburse Necessary Business Expenses;**
- 7) **Failure to Provide and Maintain Accurate Payroll Records;**
- 8) **Failure to Pay Wages When Due;**
- 9) **Failure to Provide Personnel Records;**
- 10) **Violation of California's Unfair Competition Law**

Jury Trial Requested

1 Plaintiff Nathaniel Crocker, on behalf of himself and all other similarly situated current
2 and former employees (“Class Members”), by and through his counsel of record, alleges as follows
3 against TELUS International AI, Inc. (“TELUS” or Defendants”):

4 **INTRODUCTION**

5 1. Plaintiff, on behalf of himself and Class Members, seeks stolen wages from
6 Defendants in this Action. TELUS has systematically misclassified its employees as independent
7 contractors to wring out additional profits at their expense.

8 2. By misclassifying Plaintiff and Class Members as independent contractors, TELUS
9 avoided paying them earned minimum and overtime wages, provide complaint meal and rest
10 periods, and meal and rest premium wages owed, among violations of other wage and hour rights
11 and protections.

12 3. This action seeks redress for TELUS’s willful misclassification and violation of the
13 Labor Code with respect to Plaintiff and Class Members.

14 **PARTIES**

15 4. At all relevant times for this Complaint, Plaintiff Nathaniel Crocker (“Plaintiff”) is
16 and has been a resident of Los Angeles County, California. Plaintiff was employed as an hourly,
17 non-exempt employee of Defendants from in or around July 2024 to in or around September 1,
18 2025. Plaintiff was subject to the policies and practices described in this Complaint at all times
19 during his employment at TELUS.

20 5. Defendant TELUS International AI Acquisition, Inc. (“TELUS”) is a Delaware
21 corporation that provides AI training services for Generative AI companies throughout
22 California. On information and belief, TELUS has employed at least 50 misclassified
23 independent contractors in a variety of capacities through the four years leading to this Complaint
24 in its California operations. TELUS’s principal place of business is 2251 South Decatur Boulevard,
25 Los Vegas, Nevada 89102.

26 6. Plaintiff is not currently aware of the names and true identities of defendants Does
27 1-10. Plaintiff reserves the right to amend this complaint to allege their true names and capacities
28 when this information is available. Each Doe defendant is responsible for the damages alleged

1 pursuant to each of the causes of action asserted, either through its own conduct, or vicariously
2 through the conduct of others. Further references in this complaint to any named Defendants
3 includes the fictitiously named defendants.

4 7. At all times alleged herein, each Defendant was an agent, servant, joint employer,
5 employee, partner, and/or joint venture of every other Defendant and was acting within the scope
6 of the Defendants' relationship. Moreover, the conduct of every Defendant was ratified by each
7 other Defendant.

8 **VENUE AND JURISDICTION**

9 8. The court has jurisdiction over all causes of action in this complaint pursuant to
10 Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely
11 on California statutes and law, including the Labor Code and Business & Professions Code.
12 Because putative class members were employed by Defendants, the policies and practices
13 complained of herein were implemented in Los Angeles, and Defendants transact business within
14 Los Angeles County, Defendant is within the jurisdiction of the court for service of process.
15 Moreover, Business & Professions Code § 17204 provides that any person acting on their own
16 behalf may bring an action in any court of competent jurisdiction.

17 9. Venue as to Defendant is proper in this Superior Court pursuant to California Code
18 of Civil Procedure § 395. Defendants transact business and/or have offices in this county, employ
19 putative class members in this County, and the acts and omissions alleged herein took place in
20 this county. Moreover, this action is brought on behalf of the State of California as a private
21 attorney general and has jurisdiction in this venue.

22 **CLASS ACTION ALLEGATIONS**

23 10. California applies the "ABC test" when determining if a person providing labor or
24 services is an employee or independent contractor. Under this test, a person is considered an
25 employee unless the employer can establish *all three* of the following: (A) the person "is free from
26 the control and direction of the hiring entity in connection with the performance of the work, both
27 under the contract for the performance of the work and in fact"; (B) the person "performs work
28 that is outside the usual course of the hiring entity's business"; and (C) the person is "customarily

engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.” Lab. Code § 2775(b); *Dynamex Operations West, Inc. v. Sup.Ct.*, 4 Cal 5th 903 (2018).

11. Plaintiff and Class Members were employed by Defendants as an AI trainer but misclassified as an independent contractor. Under the ABC test, they did not qualify as independent contractors but employees: their work was under the direction and control of Defendants and were only authorized to perform tasks that were specifically assigned to them, they performed work that was Defendants’ business, *i.e.*, AI training; and they were not engaged in an independently established trade, occupation, or business.

12. Defendants’ misclassification of Plaintiff and Class Members was part of a pattern or practice of willful misclassification of Defendants’ employees as independent contractors. In fact, Defendants have consistently misclassified Plaintiff and Class Members as independent contractors to avoid complying with what they would be afforded under California’s Labor code including minimum wage, overtime, meal and rest periods, and other wage and hour laws and protections.

13. Due to this misclassification, Plaintiff and Class Members were not paid for all hours worked (either because not all hours were tracked as compensable hours or Defendants did not allow Class Members to seek reimbursement for all time they were suffered or permitted to work), were never paid any overtime, and were not authorized or permitted to take meal and rest periods by Defendants.

14. Moreover, Plaintiff and Class Members were only paid upon project completion or within sixty (60) days from issuance of an applicable invoice. Separately, as a matter of uniform and systemic policy, Defendants required non-exempt employees to utilize their personal computers for work-related purposes, including conducting AI training, for purposes of scheduling and re-scheduling future work, being assigned tasks, and general administrative matters. Defendants further failed to compensate their non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-related purposes.

1 15. Accordingly, Plaintiff brings this action on behalf of himself and as a class action on
2 behalf of the following defined Class:

3 16. **Misclassification Class:**

4 *All persons who worked as an independent contractor providing services for*
5 *Defendants in the State of California from the period four years prior to the*
6 *filing of the Action and the date of trial (the "Class").*

7 17. Common methods of proof exist for determining these issues on a class-wide basis,
8 including but not limited to, Defendants' employment records, payroll records, timesheets,
9 policies, and disciplinary records.

10 18. **Numerosity.** Plaintiff is informed and believes that, during the class period, at
11 least 50 Class Members have been employed as non-exempt employees by Defendants within the
12 state of California. The number of Class Members is sufficiently numerous such that joinder of all
13 members is impossible or impracticable.

14 19. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all
15 other Class Members, was subjected to the policies and practices set forth above. Plaintiff's job
16 duties were typical of Class Members in all relevant respects.

17 20. **Adequacy.** There are no material conflicts between the claims of the
18 representative Plaintiff and Class Members that would make class certification inappropriate.
19 Plaintiff understands his obligation to inform the Court of any relationship, conflicts, or
20 differences with any Class Member. Plaintiff will fairly and adequately protect the interests of the
21 Class Members. Plaintiff is invested in redressing Defendants' illegal practices on behalf of all
22 Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class
23 action and employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in
24 the rules governing class action discovery, certification, and settlement, and will vigorously assert
25 the claims of all Class Members. Plaintiff has incurred, and will continue to incur, costs and
26 attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this
27 action for the substantial benefit of each Class Member.

21. **Existence and Predominance of Common Issues.** Common questions of law and fact exist as to all Class Members and predominate over issues affecting individual Class Members, including, but not limited to:

- a. Whether Defendants have a common policy and/or practice of misclassifying non-exempt employees as independent contractors;
- b. Whether Defendants have a common policy and/or practice of failing to accurately record misclassified employees' time;
- c. Whether Defendants have a common policy and/or practice of failing to accurately compensate misclassified employees for all time worked;
- d. Whether Defendants had a common policy and/or practice of requiring Plaintiff and Class Members to remain under Defendants' control and direction while off-the-clock;
- e. Whether Defendants were required to pay Plaintiff and Class Members at least minimum wages for all time spent under its control and direction;
- f. Whether Defendants paid Plaintiff and Class Members all owed minimum wages;
- g. Whether Defendants' policies and/or practices required Class Members to work over eight hours per day or over forty hours per week without being paid all legally required overtime compensation;
- h. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required overtime wages;
- i. Whether Defendants have a common policy and/or practice of failing to maintain accurate payroll records in the State of California;
- j. Whether Defendants have a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;
- k. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;
- l. Whether Defendants paid Plaintiff and Class Members all required premium wages

for non-compliant meal and/or rest periods;

m. Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;

n. Whether Defendants have a policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

o. Whether Defendants unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

p. Whether Defendants have a common policy and/or practice of failing to reimburse Plaintiff and Class Members for reasonable business expenses;

q. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief; and

r. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by violating the above provisions of law.

22. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of

single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice to members of the Class through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

California Labor Code § 226.8

Willful Misclassification of Individual as Independent Contractor

(Plaintiff and Class Against Defendants)

23. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

24. California Labor Code section renders it unlawful for any employer to willfully misclassify an individual as an independent contractor.

25. "[U]nder California law, once a plaintiff comes forward with evidence that he provided services for an employer, the [plaintiff] has established a prima facie case that the relationship was one of employer/employee." *Narayan v. EGL, Inc.*, 616 F.3d 895, 900 (9th Cir., 2010). The burden then shifts to the employer to "prove, if it can, that the presumed employee was an independent contractor." *Id*; *Ruiz v. Affinity Logistics Corp.*, 754 F.3d 1093, 1100 (9th Cir.), *cert. denied*, 135 S. Ct. 877 (2014).

26. At all times, Plaintiff and the Class provided employment related services to Defendants and were properly classified as an employees and not as independent contractors. *Dynamex Operations W. v. Superior Court*, 4 Cal. 5th 903, 913 (2018), *reh'g denied* (June 20, 2018).

27. Defendants willfully misclassified Plaintiff and the Class as independent contractors to deprive them of the benefits they would have under the Labor Code as employees of Defendants.

28. Plaintiff has been harmed by this misclassification by being denied benefits under the Labor Code, including without limitation, the right to minimum wage, overtime, meal and rest periods, and other statutory rights set forth herein.

29. Defendants are liable for a civil penalty of not less than \$5,000 and not more than \$25,000 per misclassified employee. Labor Code section 226.8. However, due to the willful misclassification of Plaintiff and the Class, Plaintiff and the Class are entitled to the stepped-up penalties under Labor Code section 226.8(c) of a per-employee penalty of not less than \$10,000 and not more than \$25,000.

SECOND CAUSE OF ACTION

California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198

Failure to Pay Minimum Wages for All Hours Worked

(Plaintiff and Class Against Defendants)

30. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

31. California law requires employers to compensate employees for all time that an employee is “suffered or permitted to work,” which includes all time “when any employer ‘directs, commands or restrains’ an employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), as modified (May 10, 2000); *see also* Code Regs. tit. 8, § 11070 (“‘Hours worked’ means the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”).

32. Plaintiff and Class Members were paid on a contract that was “Services and Deliverables” and did not have a clock in or clock out system. TELUS did not track the hours worked per day, rather paid employees within sixty (60) days of issuance of an invoice, based on the cumulative hours worked in the week that TELUS recorded in its internal system. On information and belief, TELUS’s internal system did not accurately capture all hours worked.

33. Additionally, as they were incorrectly classified as independent contractors, Defendants did not allow Class Members to seek reimbursement for all time they were suffered or permitted to work because such time was not compensable under Class Member’s contracts.

34. Accordingly, Defendants failed to pay Plaintiff and Class Members for all hours worked where they were under the control of Defendants.

35. Defendants knew or should have known that Plaintiff and Class Members were not being adequately and/or fully compensated for all time as required by law.

36. This conduct blatantly and willfully violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

37. Pursuant to California Labor Code section 1194.2, Plaintiff and Class Members are entitled to recover the amount of underpaid wages, plus liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon, along with other applicable penalties.¹

THIRD CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Failure to Pay Overtime Wages

(Plaintiff and Class Against Defendants)

38. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

39. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

40. Plaintiff and Class Members who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp. of California*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

41. Throughout the Class Period, Plaintiff and other Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of

¹ Defendants are liable for civil penalties in the amount of \$100 per initial violation and \$250 for each subsequent pay period, plus injunctive relief and reasonable attorney's fees and costs. Lab. Code § 1197.1.

1 twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a
2 workweek, and in excess of forty hours in a week because they were misclassified as independent
3 contractors who were exempt from overtime requirements.

4 42. Defendants knew or should have known that Plaintiff and Class Members did not
5 receive overtime compensation. Because Plaintiff and Class Members sometimes worked shifts
6 of more than eight hours a day or forty hours a week, they should have been adequately
7 compensated at their appropriate overtime rate of pay. Accordingly, Defendants' failure to pay
8 overtime compensation resulted in Plaintiff and Class Members being deprived of earned
9 overtime wages.

10 43. Accordingly, Defendants' failure to pay overtime compensation resulted in Plaintiff
11 and Class Members being deprived of earned overtime wages. Pursuant to Labor Code § 1194,
12 Plaintiff and Class Members are entitled to recover their unpaid overtime compensation, as well
13 as interest, costs, and attorneys' fees.

14 **FOURTH CAUSE OF ACTION**

15 ***California Labor Code §§ 226.7, 512(a), and 1198***

16 ***Meal Period Violations***

17 **(Plaintiff and Class Against Defendants)**

18 44. Plaintiff incorporates by reference every allegation in this complaint as if fully set
19 forth herein.

20 45. At all times relevant to this complaint, Defendants knew they were obligated to
21 provide legally-compliant meal breaks to its non-exempt employees pursuant to Labor Code
22 §§ 512 and 226.7. Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ
23 an employee for a work period of more than five hours per day without providing the employee
24 with a meal period of not less than 30 minutes. An employer may not employ an employee for a
25 work period of more than 10 hours per day without providing the employee with a second meal
26 period of not less than 30 minutes."

27 46. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require
28 an employee to work during any meal period mandated by an applicable order of the IWC. "An

1 off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-
2 minute meal period . . . an employer's obligation is to provide an off-duty meal period: an
3 uninterrupted 30-minute period during which the employee is relieved of all duty." *Brinker Rest.*
4 *Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

5 47. Since at least four years prior to the filing of this action, Defendants consistently
6 failed to authorize or permit their employees the opportunity to take compliant 30-minute meal
7 periods on account of misclassifying the employees as independent contractors.

8 48. Accordingly, Plaintiff and Class Members were uniformly denied meal periods as a
9 result of Defendants' formal policies and practices. By failing to consistently provide
10 uninterrupted, off-duty 30-minute meal periods, Defendants violated the Labor Code as to
11 Plaintiff and Class Members. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are
12 entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each
13 shift in which a required meal period was not provided.

14 **FIFTH CAUSE OF ACTION**

15 ***Labor Code §§ 226.7 and 1198***

16 ***Failure to Provide Rest Periods or Premium Pay in Lieu Thereof***

17 **(Plaintiff and Class Against Defendants)**

18 49. Plaintiff incorporates by reference every allegation in this complaint as if fully set
19 forth herein.

20 50. At all times relevant to this complaint, Defendants knew they were obligated to
21 provide compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

22 51. Labor Code § 226.7 provides:

23 (a) No employer shall require any employee to work during any meal
24 or rest period mandated by an applicable order of the Industrial Welfare
Commission.

25 (b) If any employer fails to provide an employee a meal period or rest
26 period in accordance with an applicable order of the Industrial Welfare
Commission, the employer shall pay the employee one additional hour of
27 pay at the employee's regular rate of compensation for each work day that
the meal or rest period is not provided.

52. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC, including Wage Order No. 1. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: “A rest period, in short, must be a period of rest.”² *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

53. Employees must also be free to leave the employer’s premises during their rest period. *See id.* at 270 (“In the context of a 10-minute break that employers must provide during the work period, a broad and intrusive degree of control exists when an employer requires employees to remain on call and respond during breaks. An employee on call cannot take a brief walk—five minutes out, five minutes back—if at the farthest extent of the walk he or she is not in a position to respond. Employees similarly cannot use their 10 minutes to take care of other personal matters that require truly uninterrupted time.”); *see also* Department of Industrial Relations, “Rest Periods,” available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.”).

54. Defendants failed to implement a lawful paid rest period policy that provided them with all owed paid rest breaks during which Plaintiff and Class Members were relieved from all duties because Defendants misclassified their employees as independent contractors.

55. As a direct and proximate result of Defendants’ willful and unlawful conduct, Plaintiff and Class Members have sustained damages, including lost compensation resulting from missed or non-compliant rest periods, in an amount to be established at trial.

56. Pursuant Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided. Defendants were aware that their actions were a violation

² Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, “Rest Periods/Lactation Accommodations,” available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.”)

of applicable law but consistently refused to pay premium pay as required by law.

SIXTH CAUSE OF ACTION

California Labor Code § 2802

Failure to Reimburse Necessary Business Expenses

(Plaintiff and Class Against Defendants)

57. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

58. Labor Code section 2802 provides that “[a]n employer shall indemnify her or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her or her duties, or of her or her obedience to the directions of the employer.” Lab. Code § 2802. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

59. Defendants required Class Members to utilize their personal computers for work-related purposes, including being assigned tasks, and general administrative matters. Defendants further failed to compensate their non-exempt employees for reasonable costs associated with utilizing their personal computers for work-related purposes. Defendants also required non-exempt employees working in remote positions to utilize their own internet services for work-related purposes without reimbursing the reasonable costs associated with their internet services.

60. Defendants further failed to reimburse a reasonable portion of the Class Members’ computer and internet-related expenses despite requiring the use of the device and/or applications that required a data plan. *See Cochran v. Schwan’s Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (“We hold that when employees must use their personal cell phones for work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”); *see also Thai v. Int’l Bus. Machines Corp.*, 93 Cal. App. 5th 364 (2023), *review denied* (Oct. 11, 2023).

61. By unlawfully failing to pay Plaintiff and Class Members, Defendants are liable for

1 a reasonable portion of the incurred expenses.

2 **SEVENTH CAUSE OF ACTION**

3 ***California Labor Code §§ 226(a)/(f)/(h), 226.3, and 1174(d)***

4 ***Failure to Provide and Maintain Accurate Payroll Records***

5 ***(Plaintiff and Class Against Defendants)***

6 62. Plaintiff repeats and incorporates by reference all allegations contained in the
7 preceding paragraphs as if fully set forth herein.

8 63. Labor Code § 226 requires employers to furnish employees with an accurate,
9 itemized statement in writing showing, among other things, (1) gross wages earned; (2) total
10 hours worked by the employee (for hourly-paid, non-exempt employees); (3) net wages earned;
11 and (4) all applicable hourly rates in effect during the pay period and the corresponding number
12 of hours worked at each hourly rate by the employee.

13 64. At all times relevant to this complaint, Defendants' failure to pay minimum and/or
14 overtime wages for work-off-the-clock and/or rounded time rendered Class Members' wage
15 statements inaccurate by failing to accurately reflect rate of pay, gross and net wages earned.

16 65. Injury. Defendants knowingly and intentionally failed to comply with Labor Code
17 § 226, causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly
18 situated were injured by these failures because, among other things, they were confused about
19 whether they were paid properly and/or they were misinformed about how much compensation
20 was owed.

21 66. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result
22 of not being provided with an accurate itemized wage statement is entitled to recover the greater
23 of all actual damages suffered or fifty (\$50) dollars for the initial violation and one hundred
24 (\$100) dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§ 226(e)
25 and (g), Plaintiff and all others similarly situated are entitled to injunctive relief to ensure
26 Defendants' compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

1 **EIGHTH CAUSE OF ACTION**

2 ***California Labor Code §§ 201, 202, 203, 204, 204c, 210***

3 **Failure to Pay Wages When Due**

4 **(Plaintiff and Classes Against Defendants)**

5 67. Plaintiff incorporates by reference all allegations contained in the preceding
6 paragraphs as if fully set forth herein.

7 68. Labor Code § 201 provides, in relevant part, that:

8 If an employee not having a written contract for a definite period quits his
9 or her employment, his or her wages³ shall become due and payable not
10 later than 72 hours thereafter, unless the employee has given 72 hours
11 previous notice of his or her intention to quit, in which case the employee
12 is entitled to his or her wages at the time of quitting. Notwithstanding any
13 other provision of law, an employee who quits without providing a 72-hour
14 notice shall be entitled to receive payment by mail if he or she so requests
15 and designates a mailing address. The date of the mailing shall constitute
16 the date of payment for purposes of the requirement to provide payment
17 within 72 hours of quitting.

18 69. Defendants do not include definite periods of service in their contracts of
19 employment for Class Members employed at their California facility. Plaintiff's contract of
20 employment did not include a definite term.

21 70. Labor Code § 203 provides:

22 If an employer willfully fails to pay, without abatement or reduction, in
23 accordance with § 201, 201.5, 202, and 205.5, any wages of an employee

24 _____
25 ³ Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every
26 description, whether the amount is fixed or ascertained by the standard of time, task, piece,
27 commission basis, or other method of calculation." "Labor" is defined as "labor, work, or service
28 . . . if the labor to be paid for is performed personally by the person demanding payment."
Additionally, in *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022), the California
Supreme Court recently held that failure to pay premiums for violating the California Labor
Code's meal and rest break provisions constitutes "wages" for purposes of waiting time penalties.

1 who is discharged or who quits, the wages of the employee shall continue
2 as a penalty from the due date thereof at the same rate until paid or until
3 an action therefor is commenced; but the wages shall not continue for more
4 than 30 days.

5 71. Labor Code § 204 provides that all wages, other than those mentioned in Section
6 201 and 202, are due and payable twice during each calendar month, on days designated in
7 advance by the employer as regular paydays.

8 72. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely
9 pay the minimum wages and overtime wages resulting from its deficient timekeeping and its
10 practice of misclassifying employees. It also expressly paid employees 60 days trailing from
11 completion of “projects” rather than on established pay days.

12 73. Failure to Pay Upon Termination. Plaintiff and many Class Members have left
13 Defendants’ employ during the Class Period. As discussed above, Defendants knowingly failed to
14 pay Plaintiff and Class Members all earned wages upon termination. Instead, Defendants willfully
15 and intentionally refused to pay the earned rest and/or meal period premiums and earned wages
16 as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

17 74. Relief. Defendants’ failure to pay Plaintiff and those Class Members who are no
18 longer employed by Defendants their wages earned and unpaid at the time of discharge, or within
19 seventy-two (72) hours of their leaving Defendants’ employment, violates Labor Code §§ 201 and
20 202. Plaintiff and Class Members are therefore entitled to recover from Defendants the statutory
21 penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day
22 maximum penalty under Labor Code § 203.

23 **NINTH CAUSE OF ACTION**

24 ***Failure to Provide Personnel Records*** 25 **(Plaintiff and Classes Against Defendants)**

26 75. California Labor Code Section 1198.5(a) states, “Every current and former
27 employee, or his or her representative, has the right to inspect and receive a copy of the personnel
28

1 records that the employer maintains relating to the employee's performance or to any grievance
2 concerning the employee."

3 76. California Labor Code Section 1198.5(b)(1) states, in pertinent part, "The employer
4 shall make the contents of those personnel records available for inspection to the current or
5 former employee, or his or her representative...not later than 30 calendar days from the date the
6 employer receives a written request[.]"

7 77. "If an employer fails to permit a current or former employee, or his or her
8 representative, to inspect or copy personnel records within the times specified in this section, or
9 times agreed to by mutual agreement as provided in this section, the current or former employee
10 or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the
11 employer." California Labor Code § 1198.5(k).

12 78. Plaintiff requested his personnel records from Defendants via U.S. Postal Service
13 certified mail on September 30, 2025.

14 79. Defendants failed to provide Plaintiff's personnel records within 30 calendar days
15 of his request.

16 80. Upon information and belief, Defendants have a pattern and practice of failing to
17 timely respond to personnels records request.

18 81. Defendants' policies and practices are in violation of Labor Code 1198.5(a) and
19 (b)(1). Plaintiff and similarly situated Class Members are entitled to a \$750.00 penalty plus
20 reasonable attorneys' fees and costs, and injunctive relief, from Defendants for this violation per
21 Labor Code 1198.5(k) and (l).

22 **TENTH CAUSE OF ACTION**

23 ***California Business and Professions Code §§ 17200, et seq.***

24 ***Violation of California's Unfair Competition Law***

25 ***(Plaintiff and Classes Against Defendants)***

26 82. Plaintiff repeats and incorporates by reference every allegation in this complaint as
27 if fully set forth herein.

83. Defendants are each a “person” as defined by California Business & Professions Code § 17201, as it is a natural person, corporation, firm, partnership, joint stock company, and/or association.

84. Unlawful Business Practices. Defendants’ knowing violations of the Labor Code constitutes an unlawful business practice as set forth in Business & Professions Code § 17200, et seq.

85. Further, “[a] violation of [Cal. Bus. & Prof. Code § 16600.1] constitutes an act of unfair competition within the meaning of Chapter 5 (commencing with Section 17200).” Cal. Bus. & Prof. Code § 16600.1.

86. Defendants’ failure to abide by the laws discussed herein provide Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cut corners in the name of higher profits and at the expense of employee well-being. Defendants’ action thereby constitutes an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, *et seq.*

87. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendants’ willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys’ fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays judgment as follows:

A. For an Order:

a. Certifying the Class;

b. Appointing Plaintiff as representative of the Class;

- 1 c. Appointing Plaintiff's counsel as Class Counsel;
- 2 B. For actual and liquidated damages according to proof at trial;
- 3 C. For statutory and civil penalties and special damages, according to proof at trial;
- 4 D. For pre- and post-judgment interest on monetary damages;
- 5 E. For preliminary and permanent injunctive relief;
- 6 F. For reasonable attorney's fees and costs and expert fees and costs as allowed by
- 7 law; and
- 8 G. For such other relief as this Court deems just and proper.
- 9
- 10

11 Dated: November 14, 2025

Respectfully submitted,

KING & SIEGEL LLP

13
14 By: 

15 Elliot J. Siegel, Esq.
16 Melissa R. Rinehart, Esq.
Attorneys for Plaintiff and the Putative Class

17

18

19

20

21

22

23

24

25

26

27

28