Larry W. Lee (State Bar No. 228175)
Kwanporn "Mai" Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
ktulyathan@diversitylaw.com

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

E-FILED
1/20/2026 1:12 PM
Superior Court of California
County of Fresno
By: Michael Martinez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

MELISSA DAVIS, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

CHANCELIGHT, INC., a Delaware corporation; SPECTRUM CENTER INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CECG00311

CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES FOR:

(1) VIOLATION OF LABOR CODE §§ 201-203;
(2) VIOLATION OF LABOR CODE § 2698, *ET SEQ.* (PRIVATE ATTORNEYS GENERAL ACT)

DEMAND OVER $35,000.00

Plaintiff Melissa Davis ("Plaintiff') hereby submits this class and representative action complaint ("Complaint") against Defendants Chancelight, Inc. ("Chancelight") and Spectrum Center Inc. ("Spectrum") and Does 1-50 (hereinafter collectively referred to as "Defendants"), on behalf of herself and the class of all other similarly situated former employees of Defendants for damages and penalties for violations of the California Labor Code as follows:

INTRODUCTION

1. This action is within the Court's jurisdiction under California Labor Code §§ 201-203, 212, 213, and 2698 *et seq*., the Private Attorneys General Act ("PAGA"), and the applicable Wage Orders of the California Industrial Welfare Commission ("IWC").

2. This Complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code against individuals who worked for Defendants.

3. Plaintiff is informed and believes, and based thereon alleges, Defendants, jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by: (a) issuing paycards as final wages without employee authorization or consent; and (b) failing to timely pay all final wages upon separation of employment.

4. Plaintiff is informed and believes, and based thereon alleges, Defendants have engaged in, among other things, a system of willful violations of the California Labor Code and applicable IWC Wage Orders by creating and maintaining policies, practices, and customs that knowingly deny employees the above stated rights and benefits.

JURISDICTION AND VENUE

5. The Court has jurisdiction over the violations of the California Labor Code §§ 201-203, 212, 213, and 2698 *et seq*.

6. Venue is proper because the Defendants do business in Fresno County, and Plaintiff performed worked for Defendants in Fresno County.

PARTIES

7. Plaintiff was employed by Defendants from about January 16, 2024, to about May 1, 2025. Plaintiff worked as an Education Specialist.

8. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived her of the rights guaranteed to her by California Labor Code §§ 201-203, 212, 213, and 2698 *et seq*.

9. Plaintiff is informed and believes, and based thereon, alleges that at all times herein mentioned Defendant Chancelight, Inc. was and is a Delaware corporation doing business in the State of California.

10. Plaintiff is informed and believes, and based thereon, alleges that at all times herein mentioned Defendant Spectrum Center Inc. was and is a California corporation doing business in the State of California.

11. Plaintiff is informed and believes, and based thereon, alleges that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

12. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to California Labor Code §§ 201-203, 212, 213, and 2698 *et seq*.

13. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes and, based thereon alleges, that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

14. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

15. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

16. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

17. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382. Plaintiff proposes the following Class:

a. All former employees who were employed by Defendants in the State of California at any time from January 20, 2023, through the present, whose employment was separated for any reason (voluntary or involuntary), including without limitation, resignation, termination, and/or lay-off, and during their employment was paid their wages via a non-paycard method but upon their separation of employment received their final wages in the form of a paycard (the “Class”).

19. Plaintiff further reserves the right to amend such class definition based upon further discovery.

20. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendants' records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) violated Labor Code §§ 212 and 213 by issuing payment of final wages to separated employees in the form of a paycard without authorization, which required employees to incur fees to use, was not fully cashable, and was not usable at all financial institutions; and (b) violated Labor Code §§ 201-203 by failing to timely pay all final wages to separated employees as a result of the issuance of paycards.

21. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California state and federal courts.

22. Plaintiff is informed and believes and based thereon alleges that Defendants uniformly administered a corporate policy, procedure, and practice of: (a) issuing payment of final wages to separated employees in the form of a paycard without authorization, which required employees to incur fees to use, was not fully cashable, and was not usable at all financial institutions in violation of Labor Code §§ 212 and 213; and (b) failing to timely pay all wages to separated employees in violation of Labor Code §§ 201-203 as a result of the issuance of paycards.

23. Plaintiff is informed and believes, and based thereon alleges, that this corporate conduct is accomplished with advanced knowledge and designed with the intent to willfully and intentionally fail to comply with the alleged Labor Code.

24. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendants' policy and practice of: (a) violating Labor Code §§ 212 and 213 by

issuing payment of final wages to separated employees in the form of a paycard without authorization, which required employees to incur fees to use, was not fully cashable, and was not usable at all financial institutions; and (b) violating Labor Code §§ 201-203 by failing to timely pay all final wages to separated employees as a result of the issuance of paycards.

25. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner as the Class Members. Plaintiff is a former employee of Defendants. During her employment, Plaintiff did not authorize her wages to be paid via a paycard. However, upon separation of her employment from Defendants on or around May 1, 2025, Plaintiff was issued her final wages in the form of a paycard. Plaintiff, however, never gave authorization or consented to receiving her final wages in the form of a paycard. Plaintiff was also charged fees to use the card and as a result, Plaintiff did not receive all of her earned wages. As such, Plaintiff has not been paid all final wages due upon termination as a result of the fees incurred with the use of the paycard, in violation of Labor Code §§ 201-203. Accordingly, Plaintiff is a member of the Class and has suffered the alleged violations of California Labor Code §§ 201-203, 212, and 213.

26. The California Labor Code upon which Plaintiff bases these claims are broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

27. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each Class member to pursue and individual remedy would also discourage the assertion of lawful claims by

employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

28. The prosecution of separate actions by the individual Class members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual class members against the Defendants and which would establish potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to individual Class members which would, as a practical matter, be dispositive of the interest of the other Class members not parties to the adjudications or which would substantially impair or impede the ability of the Class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

29. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full amount of unpaid wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-203 and 218.5, and Code of Civil Procedure § 1021.5.

30. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is a representative of, will establish the right of each of the members of the Plaintiff Class to recovery on the causes of action alleged herein.

31. The Plaintiff Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Plaintiff Class is commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire Class and will result in the creation of a common fund.

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FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 201-203

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

32. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

33. Labor Code § 201 provides that all wages earned and unpaid at the time of an employee's discharge are due and payable immediately. Labor Code § 202 provides that, in the case of an employee who resigns or quits, such wages must be paid not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice, in which case the employee must be paid all wages due and earned at the time of quitting. Labor Code § 203 provides that an employer who willfully fails to pay such wages due to an employee who is discharged or quits must pay that employee waiting time penalties in the form of a day's wages up to 30 days until all of the wages owed are paid.

34. As a pattern and practice, Defendants regularly and willfully failed and refused to pay all wages due and earned to discharged employees at the time of their termination, or within 72 hours of employees who quit and/or have resigned, or at the time of termination for those employees who gave 72 hours' notice. More specifically, Defendants violated Labor Code §§ 201-203 by, among other unlawful acts, issuing paycards as final payment of wages to employees who have been discharged and/or resigned without such employees' authorization. As alleged herein, these paycards required fees for usage and did not allow employees to access all of the monies contained on such cards. As a result, Defendants failed to pay all wages upon the separation of employment to Plaintiff and Class Members as a result of the fees incurred with the use of the paycards.

35. As such, Defendants had a uniform corporate pattern and practice and procedure regarding the above practices in violation of California Labor Code §§ 201-203.

36. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff, in a civil action, for the unpaid balance of the full amount of damages

owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-203 and 218.5.

SECOND CAUSE OF ACTION

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

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

37. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

38. Plaintiff brings this cause of action on behalf as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees from November 3, 2024, through the present, for Defendants' violations of Labor Code §§ 201-203, 212, and 213, arising from Defendants: (a) issuing payment of final wages to separated employees in the form of a paycard without authorization, which required employees to incur fees to use, was not fully cashable, and was not usable at all financial institutions, in violation of Labor Code §§ 212 and 213; and (b) failing to timely pay all wages to separated employees in violation of Labor Code §§ 201-203.

39. On or about November 3, 2025, Plaintiff sent written notices to the California Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-203, 212, and 213, pursuant to Labor Code § 2698, *et seq*., the Private Attorneys General Act ("PAGA").

40. As of the date of the filing of this Complaint, the LWDA has not responded to Plaintiff's written notice or indicated that it intends to investigate the Labor Code violations provided for in the written notice.

41. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violation of Labor Code §§ 201-203, 212, and 213, for the time periods described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order appointing Plaintiff as the representative of the Class as described herein;

2. For an order appointing Counsel for Plaintiff as class counsel;

3. Upon the First Cause of Action, for damages and/or penalties pursuant to statute as set forth in Labor Code §§ 201-203, and for costs and attorneys' fees;

4. Upon the Second Cause of Action, for civil penalties according to proof pursuant to Labor Code § 2698, *et seq*., and for costs and attorneys' fees;

5. On all causes of action, for attorney's fees and costs as provided by California Labor Code §§ 218.5 and 2698, *et seq*., and Code of Civil Procedure § 1021.5; and

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

DATED: January 20, 2026

DIVERSITY LAW GROUP, P.C.

By:______________________

Larry W. Lee
Kwanporn "Mai" Tulyathan
Attorneys for Plaintiff, the Class, and Aggrieved Employees