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SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF SAN DIEGO

CARLOS CASTRILLON, an individual,)
on behalf of the State of California and)
Aggrieved Employees pursuant to the)
Private Attorneys General Act (PAGA))

Plaintiffs,

vs.

S2 GLOBAL, INC., a Delaware
corporation; and DOES 1 through 50,

Defendants.

Case No.: 26CU008305C

**COMPLAINT FOR CIVIL
PENALTIES PURSUANT TO THE
PAGA FOR:**

- 1. Failure to pay
Minimum/Regular/Vacation
Wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Pay Wages Timely;**
- 4. Failure to Comply with Meal
and Rest Break Laws;**
- 5. Failure to Provide Accurate
Wage Statements;**
- 6. Failure to Maintain Records;**
- 7. Failure to Reimburse Expenses;**
- 8. Failure to Provide Records;**
- 9. Sick Pay Violations;**
- 10. Miscellaneous Violations of the
Labor Code via the PAGA.**

1 Plaintiff CARLOS CASTRILLON, on behalf of the State of California, and
2 acting for the interests of other current and former employees (“Aggrieved
3 Employees” or “Plaintiffs”), alleges the following:

4 **NATURE OF THE ACTION**

5 1. The named Plaintiff is suing in his individual capacity^{0F1} and proceeding
6 herein under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor
7 Code §§ 2698, *et seq.*, seeking civil penalties on behalf of the State of California and
8 for all Aggrieved Employees. *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104
9 (2023).

10 **JURISDICTION AND VENUE**

11 2. Pursuant to Article VI, § 10 of the California Constitution, subject matter
12 jurisdiction is proper in the Superior Court of California because Plaintiffs allege
13 claims arising under California law.

14 3. This Court has jurisdiction over the Defendants because each is an
15 association, corporation, business entity, or individual that conducts substantial
16 business in the State of California.

17 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is
18 proper in the Superior Court of California for the County of San Diego because
19 Defendants are doing business in the County of San Diego, California, the misconduct
20 occurred in the County of San Diego, and PAGA enforcement actions are not limited
21 to the county in which Aggrieved Employees performed work. *See Crestwood*
22 *Behavioral Health, Inc. v. Superior Court*, 60 Cal. App. 5th 1069, 1075 (2021) (in a
23 PAGA action, a plaintiff is not limited to the county in which he or she performed
24 work).

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27 ¹ The named Plaintiff reserves the right to pursue nonindividual PAGA claims within the
28 meaning of *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024); *Rodriguez v. Packers*
Sanitation Servs., Inc., 95 Cal. App. 5th 682 (2025)

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6. Plaintiff CARLOS CASTRILLON is an individual and resident of California, County of San Diego.

8. The true names and capacities, whether individual, corporate, associate or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50 when their names are ascertained. Plaintiffs are informed and believe, and based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs for the events and actions alleged herein.

10. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter ego for each of the other Defendants and each were co-conspirators with respect to the acts and the wrongful conduct alleged herein so that each is responsible for the acts of the other pursuant to the conspiracy and in proximate connection with the other Defendant(s).

11. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was acting partly within and partly without the scope and course of their employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

1 12. Plaintiffs are informed and believe, and based thereon allege that each of
2 the Defendants was an agent, managing general partner, managing member, owner, co-
3 owner, partner, employee, and/or representative of each of the Defendants and was at
4 all times material hereto, acting within the purpose and scope of such agency,
5 employment, contract and/or representation, and that each of them is jointly and
6 severally liable to Plaintiffs.

7 13. Plaintiffs are informed and believe, and based thereon allege that each of
8 the Defendants is liable to Plaintiffs under legal theories and doctrines including but
9 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter
10 ego, based in part, on the facts set forth below.

11 14. Plaintiffs are informed and believe, and based thereon allege, that each
12 of the named Defendants are part of an integrated enterprise and have acted or
13 currently act as the employer and/or joint employer of the Plaintiffs/Class Members
14 making each of them liable for the wage and hour violations alleged herein.

15 15. Plaintiffs are informed and believe, and therefore allege, that one, more
16 than one, or each of the named Defendants are liable to the Plaintiffs under legal
17 theories and doctrines including but not limited to (1) the common law joint employer
18 doctrine and/or (2) Labor Code § 2810.3 because at least one of these named
19 Defendants worked as the central hub to an overall business operation by which the
20 interrelationship between these Defendants makes each of the Defendants liable for
21 the wage and hour violations alleged herein.

22 16. Plaintiffs are informed and believe, and based thereon allege, that OSI
23 SYSTEMS, INC. and DOES 1-50 were “Client employer[s]” within the meaning of
24 Labor Code § 2810.3(a)(1)(A) and, as such, are jointly liable pursuant to Labor Code
25 § 2810.3.

26 17. More than 30 days before the filing of this Complaint, Plaintiffs gave
27 notice to OSI SYSTEMS, INC. and DOES 1-50 pursuant to Labor Code § 2810.3(b).

28 18. Thus, Plaintiffs have the legal basis to file this Complaint to pursue the

1 claims alleged in this Complaint against the above-mentioned entities pursuant to
2 Labor Code § 2810.3, *et seq.* at their discretion.

3 **GENERAL ALLEGATIONS**

4 19. Defendants are in the security technology business.
5 <https://screeningsolution.com>.

6 20. During all times relevant, Defendants employed the named Plaintiff and
7 misclassified Plaintiff as an exempt worker in California until Defendants wrongfully
8 terminated Plaintiff on or about August 5, 2025 without paying Plaintiff all wages to
9 which he was entitled in a timely manner, in an amount to be proven at trial.

10 21. The named Plaintiff is an “aggrieved employee” because Defendants
11 employed Plaintiff in California and Plaintiff experienced one or more of the alleged
12 Labor Code violations committed against the Plaintiff, and therefore the named
13 Plaintiff may act on behalf of the state and collect civil penalties for all violations
14 committed against the Aggrieved Employees, as defined by Labor Code § 2699(c).

15 22. California law provides that an aggrieved employee may file a
16 representative action under the PAGA against an employer for civil penalties in
17 connection with violations of the Labor Code and Wage Order.

18 23. On information and belief, Defendants’ current and former employees
19 suffered from Defendants’ Labor Code violations.

20 **Unpaid Minimum/Regular Wages.**

21 24. During all times relevant, Plaintiffs are informed and believe and based
22 thereon allege that pursuant to company policies and/or practices and/or directions
23 implemented and enforced by Defendants, that Defendants failed to pay Aggrieved
24 Employees all their regular/minimum wages, in an amount to be proven at trial.

25 25. This claim is premised, in part, on Defendants’ misclassification of the
26 named Plaintiff and presumably other Aggrieved Employees as exempt salaried
27 employees.

28 26. Defendants gave the named Plaintiff the lofty title, “Senior Project

1 Manager,” but Plaintiff managed no subordinates.

2 27. Defendants classified the named Plaintiff as a salaried employee, and
3 failed to track his hours worked, denied him overtime compensation, and failed to
4 provide compliant meal and rest breaks, yet the named Plaintiff fell under none of the
5 exemptions recognized under California law, including but not limited to the
6 executive, administrative, or professional exemptions.

7 28. Plaintiff did not manage two or more employees, did not have authority
8 to hire or fire anyone, did not customarily and regularly exercise independent
9 discretion and judgment on matters of significance, and spent most of his time
10 performing nonexempt administrative work, such as inspecting sites, working with
11 subcontractors, filling out paperwork, reporting to managers, following managerial
12 instructions, among other tasks. Cal. Lab. Code § 515.5; *Bothell v. Phase Metrics,*
13 *Inc.*, 299 F.3d 1120 (9th Cir. 2002) (an engineer who did not perform duties of
14 substantial importance to the management or operation of the business was found
15 nonexempt under the administrative exemption).

16 29. Plaintiff never once hired anyone, fired anyone, directed the labor of any
17 of Defendants’ employees, gave performance appraisals, or had direct input into the
18 career advancement of any of Defendants’ employees.

19 30. Plaintiff was not primarily engaged in work that was intellectual or
20 creative.

21 31. Plaintiff was not primarily engaged in work that required the exercise of
22 discretion and independent judgment.

23 32. Plaintiff was primarily engaged in work that required close supervision.

24 33. Despite Plaintiff’s non-exempt duties, Defendants failed to pay Plaintiff
25 and other similarly situated Aggrieved Employees on an hourly basis for all regular
26 hours worked in an amount to be proven at trial.

27 34. Plaintiffs allege that the named Plaintiff and other Aggrieved Employees
28 were underpaid minimum/regular wages in an amount to be proven at trial.

1 35. Plaintiffs are informed and believe and based thereon allege that this
2 claim is also premised on Defendants’ failure to pay Plaintiff and Aggrieved
3 Employees earned nondiscretionary bonus payments in an amount and manner to be
4 proven at trial.

5 36. Plaintiffs’ unpaid wage claim is also premised on Defendants’ so-called
6 unlimited paid time off (PTO) policy and Defendants’ failure to pay equitably accrued
7 PTO out to its terminated employees.

8 37. In this regard, Plaintiffs are informed and believe and based thereon
9 allege that Defendants implemented and enforced a PTO policy that generally
10 provides flexibility, unlimited PTO policy for most employees, including sick days,
11 which is subject to manager approval and the Defendants’ “take what you need”
12 principle.

13 38. Under Labor Code § 227.3, earned and unused vacation (or PTO) must
14 be paid out at termination.

15 39. Nonetheless, Plaintiffs are informed and believe and based thereon allege
16 that Defendants failed to pay the named Plaintiff and presumably other terminated
17 Aggrieved Employees equitably accrued vacation (or PTO) in violation of Labor
18 Code § 227.3.

19 40. Plaintiffs are informed and believe and based thereon allege that
20 Defendants’ PTO/vacation policy is unlawful because, among other reasons, it is not
21 truly unlimited in practice, vaguely worded, unclearly communicated in writing, does
22 not explicitly disclaim payout at separation, and does not allow employees genuine
23 discretion. *McPherson v. EF Intercultural Foundation, Inc.*, 47 Cal. App. 5th 243
24 (2020); DLSE Enforcement Policies & Interpretations Manual § 15.1.5.

25 41. These are a few of many examples where Defendants failed to pay
26 wages.

27 **Unpaid Overtime.**

28 42. During all times relevant, Plaintiffs are informed and believe and based

1 thereon allege that pursuant to company policies and/or practices and/or directions
2 implemented and enforced by Defendants, Defendants underpaid or failed to pay
3 overtime to Plaintiff and Aggrieved Employees.

4 43. This claim is premised on the above allegations.

5 44. Despite the named Plaintiff's non-exempt duties, Defendants failed to
6 pay Plaintiffs and other similarly situated Aggrieved Employees all regular hours
7 worked, overtime wages for hours worked more than eight (8) hours per day or forty
8 (40) per week, in violation of Labor Code §§ 510 and 1194 in an amount to be proven
9 at trial.

10 45. Further, Plaintiffs are informed and believe and based thereon allege that
11 Defendants paid the named Plaintiff and Aggrieved Employees extra remuneration,
12 such as nondiscretionary bonuses, which amounts Defendants did not add into their
13 regular rate of pay for overtime pay computation, resulting in the underpayment of
14 overtime in an amount to be proven at trial.

15 **Meal and Rest Break Claims.**

16 46. During all times relevant, Plaintiffs allege that pursuant to company
17 policies and/or practices and/or directions implemented and enforced by Defendants,
18 that Defendants failed to permit Plaintiff and Aggrieved Employees to take all their
19 compliant off-duty meal and rest breaks during the required timeframe as required by
20 law and failed to pay them premium pay in lieu thereof, in an amount to be proven at
21 trial.

22 47. This claim is premised on the above allegations.

23 48. Further, Defendants prevented the named Plaintiff and Aggrieved
24 Employees from taking all their uninterrupted meal and rest breaks to which they had
25 the right to enjoy in an amount to be proven at trial, and Defendants failed to pay
26 them premium pay as required under California law. *See Augustus v. ABM Security*
27 *Services*, 2 Cal. 5th 257 (2016).

28 49. Based on this misconduct alleged herein, Defendants failed to pay

1 Plaintiff and Aggrieved Employees all meal and rest break premiums in an amount to
2 be proven at trial.

3 **Unreimbursed Work-Related Expense Claims.**

4 50. During all times relevant, Plaintiffs allege that pursuant to company
5 policies and/or practices and/or directions implemented and enforced by Defendants,
6 that Defendants failed to reimburse Plaintiff and Aggrieved Employees for work-
7 related expenses in violation of California law.

8 51. For example, Defendants required the named Plaintiff and Aggrieved
9 Employees to work primarily from home.

10 52. Even though Defendants required Aggrieved Employees to work
11 primarily from home, Plaintiffs maintain the Defendants failed to adequately
12 reimburse the named Plaintiff and Aggrieved Employees for their home office
13 expenses, such as internet expenditures, utilities, cell phone, supplies, office furniture,
14 mileage, among other items. Labor Code § 2802; *Thai v. International Business*
15 *Machines Corp.*, 93 Cal. App. 5th 364 (2023).

16 53. Despite incurring work-related expenses, Defendants failed to pay all
17 reimbursements to Plaintiff and other similarly situated Aggrieved Employees for all
18 work-related expenditures in an amount to be proven at trial.

19 **Erroneous Wage Statements in Violation of Labor Code § 226.**

20 54. During all times relevant, Plaintiffs allege that pursuant to company
21 policies and/or practices and/or directions implemented and enforced by Defendants,
22 Defendants failed to issue lawful wage and earning statements to Plaintiff and
23 Aggrieved Employees.

24 55. This claim is premised on the above allegations.

25 56. This claim is also premised on Defendants' failure to pay Plaintiff and
26 Aggrieved Employees wages in a lawful manner as described above, making the
27 wage statements it issued to Aggrieved Employees inaccurate in violation of Labor
28 Code 226.

1 57. For example, Defendants omitted from Plaintiff's and Aggrieved
2 Employees' wage statements accurate hourly rate of pay, number of hours worked,
3 etc.

4 **Derivative PAGA Claims.**

5 58. During all times relevant, Plaintiffs allege that pursuant to company
6 policies and/or practices and/or directions implemented and enforced by Defendants,
7 that Defendants failed to pay Plaintiff and Aggrieved Employees their final paychecks
8 immediately upon involuntary termination or within 72 hours of voluntary separation,
9 and/or Defendants did not pay all final wages at the location of employment, and/or
10 said final paychecks did not include all wages due to the employee in violation of
11 California law.

12 59. As to the named Plaintiff's Labor Code § 203 claim, the named Plaintiff
13 specifically alleges that Defendants involuntarily terminated him on August 5, 2025,
14 yet Defendants did not issue his alleged final paycheck until August 8, 2025, three
15 days late in violation of Labor Code § 201.

16 60. Plaintiffs are informed and believe, and therefore allege that Defendants
17 have not paid the named Plaintiff and Aggrieved Employees all wages due and
18 payable, in an amount to be proven at trial in violation of Labor Code §§ 201.3, 203,
19 and 256 via PAGA.

20 **REPRESENTATIVE ACTION (i.e., PAGA) CLAIMS**

21 61. This is a representative action filed pursuant to PAGA, §§ 2698, 2699
22 that generally consists of the following group:

23 **All current or former employees Defendants employed in**
24 **California from December 12, 2024 to the present.**

25 62. All members of the represented group are referred to as the "Aggrieved
26 Employees."

27 63. The "PAGA Period" means from **December 12, 2024** to the present.

28 64. California law provides that an employee may file an action against an

1 employer for penalties in connection with violations of the Labor Code and Wage
2 Orders provided the aggrieved employee files an action on behalf of him or herself
3 and similarly situated current and former employees.

4 65. At all material times, Defendants and DOES 1 through 50 were and/or
5 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved
6 Employees' employer, within the meaning of California Labor Code § 558, and, as
7 such, are subject to penalties for each underpaid employee as set for in Labor Code §
8 558.

9 66. As set forth in further detail below, based on the analysis and
10 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent letters to the
11 California Labor and Workforce Development Agency (LWDA) and to Defendants
12 informing Defendants of their claims and intent to pursue litigation.

13 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

14 67. As to penalty claims under the PAGA, on **December 12, 2025**,
15 Plaintiffs, via counsel, sent correspondence to the LWDA (via online filing) and
16 Defendants via certified U.S. Mail indicating that Plaintiffs intend to pursue the
17 claims alleged in this Complaint.

18 68. The statutory waiting period for the above letters has expired and the
19 LWDA did not serve notice of its intent to assume jurisdiction over the applicable
20 penalty claims or provide notice as set forth in Labor Code § 2699.3(a)(2)(A) within
21 the statutory period.

22 69. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies
23 to pursue claims and remedies as authorized by the PAGA.

24 70. The Causes of Action alleged herein are appropriately suited for a
25 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

- 26 a. This action involves allegations of violations of provisions
27 of the California Labor Code that provide for a civil penalty
28 to be assessed and collected by the LWDA or any

1 departments, divisions, commissions, boards, agencies, or
2 employees;

3 b. Plaintiffs are “aggrieved employees” because Plaintiffs were
4 employed by the alleged violator and had one or more of the
5 Labor Code violations alleged on this Complaint committed
6 against them; and

7 c. Plaintiffs have satisfied the procedural requirements of
8 Labor Code § 2699.3, as set forth above.

9 **FIRST CAUSE OF ACTION**

10 **Individual and Representative Claim for Civil Penalties**

11 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

12 **Failure to Pay Local/State Minimum/Regular Wages in Violation of California**
13 **Labor Code §§ 200, 204.1, 210, 216, 218, 218.5, 225.5, 227.3, 1194, 1197, 1811,**
14 **1198, and the applicable Industrial Welfare Commission (IWC) Wage Order,**
15 **and Where applicable the Local Min. Wage Ordinance**

16 (Against all Defendants)

17 71. Plaintiffs reallege and incorporate by reference the foregoing allegations,
18 as though set forth herein.

19 72. Pursuant to Labor Code §§ 200, 210, 216, 218, 218.5, 225.5, 227.3,
20 1194, 1197, 1197.1, and 1198, it is unlawful for a California employer to suffer or
21 permit an employee to work without paying wages for all hours worked, as required
22 by the applicable IWC Wage Order.

23 73. During all times relevant, Defendants were required to pay Plaintiff and
24 other Aggrieved Employees their respective hourly rate for all hours worked and/or
25 minimum wages per state law or applicable local law.

26 74. During all times relevant, at least one of the IWC Wage Orders applied
27 to Aggrieved Employees’ employment with Defendants.

28 75. Pursuant to the applicable Wage Order, “hours worked” include the time

1 during which an employee is “suffered or permitted to work, whether or not required
2 to do so.”

3 76. Under state and, where appropriate, local law, every employer must pay
4 each nonexempt employee minimum wages. *See, e.g.*, Los Angeles County Minimum
5 Wage Ordinance; San Diego Minimum Wage Ordinance, etc.

6 77. Plaintiffs seek to recover penalties pursuant to the PAGA from the
7 Defendants for violations of the foregoing laws during the proposed PAGA Period.

8 78. Labor Code § 1194 subdivision (a) permits an action to recover wages
9 because of the payment of a wage less than the minimum wage “applicable to the
10 employee” including attorneys’ fees, costs, and interest.

11 79. At all material times, Defendants were and/or are Aggrieved Employees’
12 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
13 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to civil
14 penalties for each underpaid employee as set for in Labor Code § 558.

15 80. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
16 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
17 period for the initial violation and two hundred (\$200.00) for each aggrieved
18 employee per pay period for each subsequent violation in which Defendants violated
19 the minimum wage and/or regular wage provisions of the Labor Code, including but
20 not limited to §§ 200, 210, 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1194.2,
21 1197, and 1198 the exact amount of the applicable penalty is all in an amount to be
22 shown according to proof at trial.

23 81. For the reasons alleged herein, Plaintiffs seek all available remedies
24 pursuant to the PAGA all in an amount to be shown according to proof at trial.
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1 Defendants for violations of the foregoing overtime laws during the proposed PAGA
2 Period.

3 89. At all material times, Defendants were and/or are Aggrieved Employees'
4 employers or persons acting on behalf of Aggrieved Employees' employer, within the
5 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to
6 penalties for each underpaid employee as set for in Labor Code § 558.

7 90. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
8 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
9 period for the initial violation and two hundred (\$200.00) for each aggrieved
10 employee per pay period for each subsequent violation in which Defendants violated
11 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
12 and 1194, the exact amount of the penalties sought is in an amount to be shown
13 according to proof at trial.

14 91. For the reasons alleged herein, Plaintiffs seek all available remedies
15 pursuant to the PAGA all in an amount to be shown according to proof at trial.

16 **THIRD CAUSE OF ACTION**

17 **Individual and Representative Claim for Civil Penalties**
18 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
19 **Failure to Timely Pay Earned Wages in Violation of California**
20 **Labor Code §§ 201, 202, 203, 204, 204b,**
21 **218.5, 218.6, 256, 1198, and the applicable Wage Order**
22 **(Against all Defendants)**

23 92. Plaintiffs reallege and incorporate by reference the foregoing allegations
24 as though set forth herein.

25 93. Pursuant to Labor Code § 201, "If an employer discharges an employee,
26 the wages earned and unpaid at the time of discharge are due and payable
27 immediately."

28 94. Pursuant to Labor Code § 202, "If an employee not having a written

1 contract for a definite period quits his or her employment, his or her wages shall
2 become due and payable not later than 72 hours thereafter, unless the employee has
3 given 72 hours previous notice of his or her intention to quit, in which case the
4 employee is entitled to his or her wages at the time of quitting.”

5 95. Labor Code § 203 provides, in pertinent part: “If an employer willfully
6 fails to pay, without abatement or reduction, ... any wages of an employee who is
7 discharged or who quits, the wages of the employee shall continue as a penalty from
8 the due date thereof at the same rate until paid or until an action therefore is
9 commenced; but the wages shall not continue for more than 30 days. ...”

10 96. Pursuant to Labor Code § 204, “all wages ... earned by any person in
11 any employment are due and payable twice during each calendar month, on days
12 designated in advance by the employer as the regular paydays.”

13 97. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid
14 employee during any calendar week and prior to or on the regular payday shall be
15 paid for not later than the regular payday of the employer for such weekly-paid
16 employee falling during the following calendar week.”

17 98. Defendants did not properly pay Plaintiff and potentially other
18 Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 202, 204
19 and/or 204b and thereby Plaintiffs seek the remedies sought in this Complaint.

20 99. At all material times, Defendants and DOES 1 through 50 were and/or
21 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
22 Employees’ employer, within the meaning of California Labor Code § 558, and, as
23 such, are subject to penalties for each underpaid employee as set for in Labor Code §
24 558.

25 100. Plaintiffs seek to recover penalties pursuant to the PAGA from the
26 Defendants for any violations of the foregoing Labor laws during the proposed PAGA
27 Period.

28 101. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,

1 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
2 period for the initial violation and two hundred (\$200.00) for each aggrieved
3 employee per pay period for each subsequent violation in which Defendants violated
4 Labor Code §§ 201, 202, 203, 204, 204b, and 256.

5 102. For the reasons alleged herein, Plaintiffs seek all available remedies
6 pursuant to the PAGA all in an amount to be shown according to proof at trial.

7 **FOURTH CAUSE OF ACTION**

8 **Individual and Representative Claim for Civil Penalties**

9 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

10 **Failure to Comply with the Meal and Rest Break Requirements Under Labor**
11 **Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**

12 (Against all Defendants)

13 103. Plaintiffs reallege and incorporate by reference the foregoing allegations
14 as though set forth herein.

15 104. Based on the misconduct alleged in this Complaint, Defendants failed to
16 provide Aggrieved Employees, legally-compliant meal and rest periods during their
17 employment by said Defendants.

18 105. Based on the misconduct alleged in this Complaint, Defendants also
19 failed to pay Aggrieved Employees premium pay for all their missed meal and rest
20 breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

21 106. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
22 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
23 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
24 pay period for each subsequent violation in which all culpable Defendants violated
25 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
26 an amount to be shown according to proof at trial.

27 107. For the reasons alleged herein, Plaintiffs seek all available remedies
28 pursuant to the PAGA all in an amount to be shown according to proof at trial.

1 **FIFTH CAUSE OF ACTION**

2 **Individual and Representative Claim for Civil Penalties**

3 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

4 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**

5 **and the applicable IWC Wage Order**

6 (Against all Defendants)

7 108. Plaintiffs reallege and incorporate by reference the foregoing allegations
8 as though set forth herein.

9 109. Labor Code § 226 subdivision (a) requires, in pertinent part, that every
10 employer shall, “semimonthly or at the time of each payment of wages, shall furnish
11 to his or her employees, either as a detachable part of the check, draft, or voucher
12 paying the employee's wages, or separately if wages are paid by personal check or
13 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
14 total hours worked by the employee. . . (3) the number of piece-rate units earned and
15 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
16 deductions, provided that all deductions made on written orders of the employee may
17 be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of
18 the period for which the employee is paid, (7) the name of the employee and only the
19 last four digits of his or her social security number..., (8) the name and address of the
20 legal entity that is the employer. . . , and (9) all applicable hourly rates in effect during
21 the pay period and the corresponding number of hours worked at each hourly rate by
22 the employee and, beginning July 1, 2013, if the employer is a temporary services
23 employer as defined in Section 201.3, the rate of pay and the total hours worked for
24 each temporary services assignment. . .” (Labor Code § 226 subdivision (a).)

25 110. Plaintiffs seek to recover penalties pursuant to the PAGA from the
26 Defendants for any violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during
27 the proposed PAGA Period.

28 111. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a

1 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
2 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
3 pay period for each subsequent violation in which all culpable Defendants violated
4 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
5 of the applicable penalty is all in an amount to be shown according to proof at trial.

6 112. For the reasons alleged herein, Plaintiffs seek all available remedies
7 pursuant to the PAGA all in an amount to be shown according to proof at trial.

8 **SIXTH CAUSE OF ACTION**

9 **Individual and Representative Claim for Civil Penalties**

10 **For Failure to Maintain Required Records in Violation of California**

11 **Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198**

12 (Against All Defendants)

13 113. Plaintiffs reallege and incorporate by reference the foregoing allegations
14 as though set forth herein.

15 114. Section 7 of the typical Wage Order requires every employer to
16 maintain time and payroll records.

17 115. Plaintiffs seek to recover penalties pursuant to the PAGA from the
18 Defendants for any violations of Labor Code § 1174 for failing to maintain certain
19 records which employers are required to maintain, including but not limited to, an
20 accurate record indicating the number hours worked by the Aggrieved Employees.

21 116. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
22 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
23 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
24 pay period for each subsequent violation in which all culpable Defendants violated
25 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
26 of the applicable penalty is all in an amount to be shown according to proof at trial.

27 117. For the reasons alleged herein, Plaintiffs seek all available remedies
28 pursuant to the PAGA all in an amount to be shown according to proof at trial.

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1 **EIGHTH CAUSE OF ACTION**

2 **Individual and Representative Claim for Civil Penalties Under California Labor**
3 **Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code §§ 226, 247.5,**
4 **432, 1198.5, and Wage Order 4 via Labor Code § 1198**

5 (Against all Defendants)

6 125. Plaintiffs reallege and incorporate by reference the foregoing allegations
7 as though set forth herein.

8 126. California courts generally agree that current and former employees have
9 broad statutory access to their personnel file and payroll records. Lab. Code §§ 432,
10 226, 1198.5, Wage Ord. 4, § 7; *Harper v. Charter Communs., LLC*, 2021 U.S. Dist.
11 LEXIS 28747, *61-62 (E.D. Cal. 2021) (court observed “the case law indicates that §
12 1198.5 “intends a broad definition of ‘personnel file’”); *Wellpoint Health Networks,*
13 *Inc. v. Superior Court*, 59 Cal. App. 4th 110, 124 (1997) (“[Section 1198.5] intends a
14 broad definition of ‘personnel file’ to preclude employers from assigning documents to
15 files having some other name, and then refusing access to the documents on the
16 ground that they are not contained in the ‘personnel file.’”).

17 127. California Labor Code § 226, subdivision (b), requires employers doing
18 business in the State of California to “afford current and former employees the right
19 to inspect or copy records pertaining to their employment, upon a reasonable request
20 to the employer...” and subdivision (c), requires employers to produce such records
21 within “21 calendar days from the date of the request.”

22 128. Under Labor Code §§ 247.5, “An employer shall keep for at least three
23 years records documenting the hours worked and the paid sick days accrued and used
24 by the employee” and “shall make these records available to an employee in the same
25 manner as described in Section 226.”

26 129. California Labor Code § 432, subdivision (b), requires employers doing
27 business in the State of California to provide current, former employees, and
28 applicants copies of all written instruments they sign upon request.

1 130. California Labor Code § 1198.5, *et seq.*, similarly provides current and
2 former employees the right to inspect their employee personnel records and requires
3 the employer to provide the employee access to such records no later than 30 calendar
4 days from the date the employer receives a written request.

5 131. As it pertains to “records,” § 7 of Wage Order 4 provides:

6 (A) Every employer shall keep accurate information with
7 respect to each employee including the following:

8 (1) Full name, home address, occupation and social
9 security number.

10 (2) Birth date, if under 18 years, and designation as a
11 minor.

12 (3) Time records showing when the employee begins and
13 ends each work period. Meal periods, split shift intervals and
14 total daily hours worked shall also be recorded. Meal periods
15 during which operations cease and authorized rest periods need
16 not be recorded.

17 (4) Total wages paid each payroll period, including value
18 of board, lodging, or other compensation actually furnished to
19 the employee.

20 (5) Total hours worked in the payroll period and
21 applicable rates of pay. **This information shall be made
22 readily available to the employee upon reasonable request.**

23 Wage Order 4, § 7 (emphasis added).

24 132. During all times relevant, the named Plaintiff, via counsel, sent letters to
25 Defendants requesting to obtain access to the named Plaintiff’s payroll records and
26 employee personnel files.

27 133. Before this Complaint was filed in court, Defendants provided some of
28 the requested records, but not all records required by statute.

 134. Defendants will have failed to produce the complete portions of the
named Plaintiffs’ personnel files in a manner to be proven at trial.

 135. Plaintiffs seek penalties for Defendants’ conduct as alleged herein as
permitted by law all in an amount to be shown according to proof at trial.

1 **NINTH CAUSE OF ACTION**

2 **Representative Claim for Civil Penalties Under the PAGA for**

3 **Violations of Labor Code §§ 245-246.5 and**

4 **Applicable Municipal Paid Sick Leave Ordinances**

5 (Against all Defendants)

6 136. Plaintiffs reallege and incorporate by reference the foregoing allegations
7 as though set forth herein.

8 137. Under Labor Code §§ 245-246.5, and in some jurisdictions local law,
9 employers in California must comply with paid sick pay laws. *Wood v. Kaiser*
10 *Foundation Hospitals*, 88 Cal. App. 5th 742 (2023).

11 138. During all times relevant, Defendants did not comply with California
12 sick pay laws.

13 139. Defendants, for example, failed to (1) provide paid sick leave; (2)
14 include required information about paid sick leave in wage notices and/or wage
15 statements, including without limitation information on the amount of paid sick leave
16 hours accrued; (3) provide required information about paid sick leave to employees,
17 including without limitation at the time of hire; (4) at the time of hire, provide
18 employees with written notice of the employer's name, address, and telephone
19 number; (5) provide required information about paid sick leave in English, Spanish,
20 Chinese, and in all languages spoken by 5% or more of the employees; (6) post
21 required sick leave notices; and therefore Defendants have violated one or more
22 municipal sick leave ordinances, including without limitation the sick leave
23 ordinances of Berkeley, Emeryville, Long Beach, Los Angeles, Oakland, San Diego,
24 San Francisco, and Santa Monica.

25 140. The PAGA imposes upon Defendants, and each of them, civil penalties
26 for violating Labor Code §§ 245-246.5.

27 141. Civil penalties under the PAGA are equitable in nature. *Nationwide*
28 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279 (2020).

142. At all material times, Defendants were and/or are employers or persons acting on behalf of the Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

143. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

144. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other applicable statute, Plaintiffs are seeking civil penalties against Defendants in an amount to be shown according to proof.

145. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an amount to be shown according to proof.

146. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

TENTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA

Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California

Labor Code §§ 208, 221, 432.5, and the Applicable Wage Order

(Against all Defendants)

147. Plaintiffs reallege and incorporate by reference the foregoing allegations

1 as though set forth herein.

2 148. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
3 penalties for violating the Labor Code.

4 149. As to Labor Code § 208, every employee who is discharged shall be
5 paid at the place of discharge, and every employee who quits shall be paid at the
6 office or agency of the employer in the county where the employee has been
7 performing labor.

8 150. Based on information and belief, Defendants have a policy and
9 practice of failing to provide Aggrieved Employees who are terminated with their
10 final paychecks at the place of discharge and/or of failing to provide Aggrieved
11 Employees with their final paychecks at the office or agency of Defendants in the
12 county where the work was performed in violation of Labor Code § 208.

13 151. As to Labor Code § 221, the named Plaintiff's W-2 indicates that
14 Defendants deducted \$1,760.00 in CA SDI from the named Plaintiff's, which
15 Plaintiffs are informed and believe and based thereupon allege, exceeds state law
16 requirements and, thus, was unlawful.

17 152. As to Labor Code § 432.5, Plaintiffs are informed and believe and based
18 thereupon allege that Defendants have a policy and/or practice of using a number of
19 unlawful forms in their business, such as background check disclosure forms that fail
20 to comply with the Fair Credit Reporting Act and/or the Investigative Consumer
21 Reporting Agencies Act, and an arbitration agreement that contains an unlawful
22 PAGA waiver provision, among other forms.

23 153. Labor Code § 558 establishes a civil penalty as follows: Any employer
24 or other person acting on behalf of an employer who violates, or causes to be violated,
25 a section of this chapter or any provision regulating hours and days of work in any
26 order of the Industrial Welfare Commission (including the "Hours and Days of Work"
27 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial
28 violation, fifty dollars (\$50) for each underpaid employee for each pay period for

1 which the employee was underpaid in addition to an amount sufficient to recover
2 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
3 each underpaid employee for each pay period for which the employee was underpaid
4 in addition to an amount sufficient to recover underpaid wages; and (3) wages
5 recovered pursuant to this section shall be paid to the affected employee.

6 154. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
7 State of California and Aggrieved Employees seek to recover from Defendants, and
8 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
9 determined at trial.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 12 1. For all remedies available to the Aggrieved Employees under the applicable
13 Industrial Welfare Commission Order and the Labor Code via § 2698, *et seq.*
14 including but not limited to the recovery of civil penalties to the Aggrieved
15 Employees in an amount to be determined at trial and injunctive relief;
- 16 2. For injunctive relief pursuant to Labor Code §§ 2698, *et seq.* and the Court's
17 equitable powers, including but not limited to orders compelling Defendants
18 to comply with all applicable wage, hour, and record-keeping laws; to issue
19 accurate wage statements and written sick-leave notices; to pay all wages and
20 accrued PTO timely upon termination; to reimburse all business expenses; to
21 maintain and produce complete employment records; to post and distribute
22 legally required notices; reinstatement of the named Plaintiff back to his
23 previous position with same pay; and to cease any acts of retaliation or
24 misclassification prohibited by the Labor Code;
- 25 3. That Plaintiffs be awarded reasonable attorneys' fees, costs, interest, where
26 available by law, including but not limited to pursuant to Labor Code §§ 2698,
27 *et seq.*, Code of Civil Procedure § 1021.5, and/or other applicable laws; and
- 28 4. For such other and further relief as this Court may deem proper and just.

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Dated: February 17, 2026

Law Office of Thomas D. Rutledge

By: /s/Thomas D. Rutledge
Thomas D. Rutledge
Attorney for Plaintiffs