

BIBIYAN LAW GROUP, P.C.
Molly DeSario (Cal. Bar No. 230763)

mdesario@tomorrowlaw.com

Calyn V. Hadlock (SBN 352401)

calyn@tomorrowlaw.com

Pavel Rukavishnikov (SBN 357588)

pavel@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, DOBIE JAMES AUGUST and
on behalf of all others similarly situated, as an aggrieved employee, and on behalf of all
other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DOBIE JAMES AUGUST, an individual and
on behalf of all others similarly situated, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

SPACE MICRO, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25CU064645C

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. FAILURE TO PRODUCE REQUESTED RECORDS; and
10. UNFAIR COMPETITION.
11. CIVIL PENALTIES UNDER THE
LABOR CODE PRIVATE

ATTORNEYS' GENERAL ACT
(2004) FOR VIOLATIONS OF
LABOR CODE SECTIONS 210, 226.3,
558, 1174.5, 1197.1, AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

Plaintiff DOBIE JAMES AUGUST, on behalf of Plaintiff and all others similarly situated,
alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Space Micro, Inc., and any of its respective subsidiaries or affiliated companies within the State of California ("Space," collectively, with DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiff and all other current and former non-exempt employees in California employed by or formerly employed by Defendants ("Class Members").

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. ("PAGA"), against Defendants, and any of its respective subsidiaries or affiliated companies within the State of California as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 200, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245, 246, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1774, 1197, 1197.1, 2800, 2802, 2810.5, 2699, among others, Business and Professions Code sections 16600, 16700, as well as applicable Wage Orders. Plaintiff seeks to represent all employees of SPACE MICRO, INC., and each of them, DOES 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Defendants") working within three

1 years preceding the date of filing Notice with the LWDA and continuing past the LWDA Notice filing
2 date into perpetuity (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to
3 represent only non-exempt employees of Defendant working within the Civil Penalty Period.
4 Collectively, those employees shall be known as “Aggrieved Employees” herein.

5 **PARTIES**

6 **A. Plaintiff**

7 3. Plaintiff DOBIE JAMES AUGUST is a resident of the State of California. At all
8 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
10 assisting projects and ensuring personnel and facility clearance for different sites. Plaintiff is informed
11 and believes, and based thereon alleges, that Plaintiff DOBIE JAMES AUGUST worked for
12 Defendants from approximately June of 2024 through approximately September of 2025.

13 **B. Defendants**

14 4. Plaintiff is informed and believes and based thereon alleges that defendant Space is,
15 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
16 laws of the State of Delaware and doing business in the County of San Diego, State of California. At
17 all relevant times herein, Space employed Plaintiff and similarly situated employees within the State
18 of California.

19 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
20 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
21 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
22 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
23 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
24 will seek leave of court to amend this complaint to reflect the true names and capacities of the
25 defendants designated hereinafter as DOES when such identities become known.

26 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted
27 in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
28

1 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
2 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
3 “Defendants,” it shall include Space, and any of its parent, subsidiary, or affiliated companies within
4 the State of California, and DOES 1 through 100 identified herein.

5 **JOINT LIABILITY ALLEGATIONS**

6 7. Plaintiff is informed and believes and based thereon alleges that all the times
7 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
8 representative, joint venture or co-conspirator of each of the other defendants, either actually or
9 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
10 employment, joint venture, and conspiracy.

11 8. All of the acts and conduct described herein of each and every corporate defendant was
12 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
13 and the officers and management-level employees of said corporate employers. In addition thereto,
14 said corporate employers participated in the aforementioned acts and conduct of their said employees,
15 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
16 of said corporate employees, agents, and representatives, the defendant corporation respectively and
17 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
18 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
19 agents and representatives.

20 9. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
21 thereon alleges that Defendants, and each of them, are joint employers.

22 **JURISDICTION**

23 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of
24 Civil Procedure section 410.10.

25 11. Venue is proper in San Diego County, California pursuant to Code of Civil Procedure
26 sections 392, et seq. because, among other things, San Diego County is where the causes of action
27 complained of herein arose; the county in which the employment relationship began; the county in
28

1 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
2 due to be performed; the county in which the employment contract, or part of it, between Plaintiff and
3 Defendants was actually performed; and the county in which Defendants reside. Moreover, the
4 unlawful acts alleged herein have a direct effect on Plaintiff, Class Members, and Aggrieved
5 Employees in San Diego County, and because Defendants employ numerous Class Members in San
6 Diego County.

7 12. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
8 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
9 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
10 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
11 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
12 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
13 Penalty Period.

14 13. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
15 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
16 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
17 PAGA allegations described herein is not required.

18 14. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
19 200, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 234,
20 245, 246, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1774,
21 1197, 1197.1, 2800, 2802, 2810.5, 2699, among others, Business and Professions Code sections
22 16600, 16700, as well as applicable Wage Orders.

23 15. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
24 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
25 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
26 specified in Labor Code section 2699.3.

27 16. On or around December 3, 2025, Plaintiff provided written notice pursuant to Labor
28

1 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
2 violation of various provisions of the Labor Code, including those provisions herein-described, to the
3 LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

4 17. To the extent Defendants, or either of them, previously used the notice and cure
5 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
6 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
7 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
8 conference process pursuant to section 2699.3(f).

9 18. In the event that Defendants, or either of them, is/are determined to have satisfied
10 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
11 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
12 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

13 19. In the event that Defendants, or either of them, is/are determined to have, prior to
14 Plaintiff's PAGA Notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5,
15 from Plaintiff and/or his/her counsel, adequately taken all reasonable steps to be in compliance with
16 all provisions identified in Plaintiff's PAGA Notice, said defendant(s) is/are still liable for civil
17 penalties pursuant to section 2699(g)(1)-(3).

18 20. In the event that Defendants, or either of them is/are deemed to have adequately taken
19 all reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice
20 within sixty (60) days of receiving Plaintiff's PAGA Notice, said defendant(s) is/are still liable for
21 civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

22 21. Plaintiff is further informed and believes that within five (5) years of any of violations
23 described above, the LWDA or a court has issued a finding or determination to the Defendants, or
24 either of them, that its/their policy or practice giving rise to such violations was unlawful, and thus
25 Defendants, or any of them, is/are further liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them, was/were found to have
27 unlawfully committed some or all of the above-related Labor Code violations, and thus is/are subject
28

1 to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and
2 2699(h)(3), and is/are **not** eligible for reduced penalties under either Labor Code sections 2699(g) or
3 2699(h) for remedying violations either prior to or after the serving of Plaintiff's PAGA Notice.
4 Regardless, as the Defendants' conduct giving rise to the violations detailed herein was and is
5 malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under
6 Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), are
7 **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either
8 prior to or after the Employer's receipt of Plaintiff's PAGA Notice.

9 22. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
10 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
11 calendar days of the December 3, 2025, postmarked date of Plaintiff's PAGA Notice.

12 **FACTUAL BACKGROUND**

13 23. Defendants knew or should have known Plaintiff, Aggrieved Employees and Class
14 Members were entitled to receive wages for all time worked, including regular, overtime, and double
15 times wages. Plaintiff is informed and believes, and thereon alleges Defendants failed to pay Plaintiff,
16 Class Members, and Aggrieved Employees all wages owed for work required to be performed in
17 violation of California state wage and hour laws.

18 24. Plaintiff is informed and believes, and thereon alleges, Defendants maintains a practice
19 and/or policy of failing to track all minutes actually worked by Plaintiff, Class Members, and
20 Aggrieved Employees and failing to pay Plaintiff, Class Members, and Aggrieved Employees for all
21 minutes worked at the proper rates of pay. Defendants engaged, suffered, or permitted Plaintiff, Class
22 Members, and Aggrieved Employees to work off the clock, including, without limitation, by requiring
23 Plaintiff, Class Members, and Aggrieved Employees to remain on call without pay and to complete
24 tasks and projects without compensating them for the hours worked. By way of example, Plaintiff
25 and, upon information and belief, Class Members, had to remain on call from approximately 9:30 a.m.
26 to approximately 4:00 p.m., regardless of whether they were assigned to a specific project.
27 Furthermore, on August 2, 2025, Plaintiff recalls assisting quality control personnel during a major
28

1 inspection. However, Plaintiff was never compensated for his hours worked.

2 25. Defendants knew or should have known that Plaintiff, Class Members, and Aggrieved
3 Employees were entitled to receive full, timely thirty (30) minute uninterrupted meal period for days
4 on which they worked more than five (5) hours in a work day and a second thirty (30) minute
5 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day,
6 yet failed to provide Plaintiff, Class Members, and Aggrieved Employees with legally complaint meal
7 periods and failed to provide compensation for such unprovided meal periods as required by California
8 wage and hour laws.

9 26. By way of example, Defendants regularly denied Plaintiff, Class Members, and
10 Aggrieved Employees lawful meal periods by, without limitation, not providing timely meal periods.

11 27. Defendants knew or should have known that Plaintiff, Class Members, and Aggrieved
12 Employees were entitled to receive a full ten-minute, off-duty, uninterrupted rest period for every four
13 (4) hours worked, or major fraction thereof yet failed to authorize and permit Plaintiff, Class Members,
14 and Aggrieved Employees to take legally complaint rest periods and failed to provide compensation
15 for such unprovided rest periods as required by California wage and hour laws.

16 28. By way of example, Defendants regularly denied Plaintiff, Class Members, and
17 Aggrieved Employees lawful rest periods by, without limitation, interrupting rest periods.

18 29. Defendants knew or should have known that Plaintiff, Class Members, and Aggrieved
19 Employees who separated from their employment with Defendants during the statutory period were
20 entitled to timely payment of all wages due. Plaintiff is informed and believes, and thereon alleges,
21 that Defendants failed to pay Plaintiff, Class Members, and Aggrieved Employees the full amount of
22 their wages owed to them upon termination and/or resignation as required by Labor Code sections
23 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, and
24 premium wages.

25 30. Defendants knew or should have known that Plaintiff, Class Members, and Aggrieved
26 Employees were entitled to receive complete and accurate wage statements and failed to abide by the
27 requirements of Labor Code section 226. Plaintiff is informed and believes, and thereon alleges that
28

1 Defendants failed to furnish Plaintiff, Class Members, and Aggrieved Employees with itemized wage
2 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
3 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
4 at each hourly rate; the name and address of the legal entity that is the employer; and other such
5 information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants
6 failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as
7 gross and net wages paid.

8 31. Defendants knew or should have known that Plaintiff, Class Members, and Aggrieved
9 Employees were entitled to receive all wages earned twice during each calendar month, on days
10 designated in advance by Defendants as the regular paydays. Plaintiff is informed and believes, and
11 thereon alleges, Defendants failed to pay Plaintiff, Class Members, and Aggrieved Employees the full
12 amount of wages earned in a timely fashion as required under Labor Code section 204.

13 32. Defendants knew or should have known that Plaintiff, Class Members, and Aggrieved
14 Employees were entitled to be reimbursed for necessary expenses incurred in the discharge of their
15 duties. Plaintiff is informed and believes, and thereon alleges, Defendants failed to indemnify
16 Plaintiff, Class Members, and Aggrieved Employees for the costs incurred for using cellular phones
17 for work-related purposes and purchasing digital certificates necessary to perform work duties.

18 33. Defendants knew or should have known that Plaintiff, Class Members, and Aggrieved
19 Employees were entitled to the timely payment of wages upon termination. Plaintiff is informed and
20 believes, and thereon alleges, Defendants failed to pay Plaintiff, Class Members, and Aggrieved
21 Employees, the full amount of their wages owed to them upon termination and/or resignation as
22 required by Labor Code sections 201 and 202, including for failing to pay overtime wages, minimum
23 wages, and premium wages.

24 34. Defendants knew or should have known that Plaintiff, Class Members, and Aggrieved
25 Employees were entitled to paid sick leave at their regular rate of pay. Plaintiff is informed and
26 believes, and thereon alleges, Defendants failed to provide Plaintiff, Class Members, and Aggrieved
27 Employees with the rights provided to them under the Healthy Workplace Healthy Families Act of
28

1 2014, codified at Labor Code section 245, *et seq.*

2 35. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
3 pursuant, but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 245, *et seq.*,
4 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11040,
5 seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest
6 periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to
7 indemnify work-related expenses, failing to pay vested sick time at the proper rate of pay, other such
8 provisions of California law, and reasonable attorneys' fees and costs.

9 36. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
10 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
11 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
12 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
13 and retained by Defendants to which Plaintiff, Class Members, and Aggrieved Employees are entitled,
14 as well as restitution of amounts owed.

15 **CLASS ACTION ALLEGATIONS**

16 37. Plaintiff brings this action on behalf of Plaintiff, Class Members, and Aggrieved
17 Employees as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to
18 represent a class of all current and former non-exempt employees of Defendants within the State of
19 California at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until
20 the time that notice of the class action is provided to the class (collectively referred to as "Class
21 Members").

22 38. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
23 to amend or modify the class description with greater specificity, further divide the defined class into
24 subclasses, and to further specify or limit the issues for which certification is sought.

25 39. This action has been brought and may properly be maintained as a class action under
26 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of
27 interest in the litigation and the proposed Class is easily ascertainable.
28

1 **A. Numerosity**

2 40. The potential Class Members as defined are so numerous that joinder of all the
3 members of the Class is impracticable. While the precise number of Class Members has not been
4 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members
5 employed by Defendants within the State of California.

6 41. Accounting for employee turnover during the relevant periods necessarily increases
7 this number. Plaintiff alleges Defendants' employment records would provide information as to the
8 number and location of all Class Members. Joinder of all members of the proposed Class is not
9 practicable.

10 **B. Commonality**

11 42. There are questions of law and fact common to Class Members. These common
12 questions include, but are not limited to:

- 13 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
14 worked at a proper overtime rate of pay?
- 15 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
16 all other time worked at the employee's regular rate of pay?
- 17 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
18 Members to take compliant meal periods?
- 19 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
20 with additional wages for missed or interrupted meal periods?
- 21 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
22 Members to take compliant rest periods?
- 23 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
24 with additional wages for missed or interrupted rest periods?
- 25 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
26 Members upon termination or resignation all wages earned?
- 27 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
28

1 section 203?

2 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
3 Class Members with accurate wage statements?

4 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
5 Code section 204?

6 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
7 losses incurred in direct consequence of the discharge of their duties or by obedience
8 to the directions of Defendants as required under Labor Code section 2802?

9 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
10 section 17200, *et seq.*, by their unlawful practices as alleged herein?

11 M. Are Class Members entitled to restitution of wages under Business and Professions
12 Code section 17203?

13 N. Are Class Members entitled to costs and attorneys' fees?

14 O. Are Class Members entitled to interest?

15 **C. Typicality**

16 43. The claims of Plaintiff herein alleged are typical of those claims which could be alleged
17 by any Class Members, and the relief sought is typical of the relief which would be sought by each
18 Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages
19 arising out of and caused by Defendants' common course of conduct in violation of laws and
20 regulations that have the force and effect of law and statutes as alleged herein.

21 **D. Adequacy of Representation**

22 44. Plaintiff will fairly and adequately represent and protect the interest of Class Members.
23 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
24 actions.

25 **E. Superiority of Class Action**

26 45. A class action is superior to other available means for the fair and efficient adjudication
27 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law
28

1 and fact common to Class Members predominate over any questions affecting only individual Class
2 Members. Class Members, as further described therein, have been damaged and are entitled to
3 recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the
4 Labor Code, as set out herein.

5 46. Class action treatment will allow Class Members to litigate their claims in a manner
6 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
7 any difficulties that are likely to be encountered in the management of this action that would preclude
8 its maintenance as a class action.

9 **FIRST CAUSE OF ACTION**

10 **(Failure to Pay Overtime Wages – Against All Defendants)**

11 47. Plaintiff realleges and incorporates by reference all of the allegations contained in the
12 preceding paragraphs as though fully set forth hereat.

13 48. At all relevant times, Plaintiff, Class Members, and Aggrieved Employees were
14 employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199,
15 as well as applicable Wage Orders.

16 49. At all times relevant to this complaint, Labor Code section 510 was in effect and
17 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
18 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
19 the rate of no less than one and one-half times the regular rate of pay for an employee.”

20 50. At all times relevant to this complaint, Labor Code section 510 further provided that
21 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
22 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
23 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

24 51. Four (4) years prior to the filing of the complaint in this action through the present,
25 Plaintiff, Class Members, and Aggrieved Employees worked for Defendants during shifts that
26 consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek,
27 and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all
28

1 hours worked as a result of, including but not limited to, Defendants requirement that Plaintiff, Class
2 Members, and Aggrieved Employees remain on call without pay and complete tasks and projects
3 without compensating them for the hours worked. By way of example, Plaintiff and, upon information
4 and belief, Class Members, had to remain on call from approximately 9:30 a.m. to approximately 4:00
5 p.m., regardless of whether they were assigned to a specific project. Furthermore, on August 2, 2025,
6 Plaintiff recalls assisting quality control personnel during a major inspection. However, Plaintiff was
7 never compensated for his hours worked.

8 52. Accordingly, by requiring Plaintiff, Class Members, and Aggrieved Employees to
9 work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7)
10 straight workdays without properly compensating overtime wages at the proper overtime rate of pay,
11 Defendants, on occasion, willfully violated the provisions of the Labor Code, among others, sections
12 510, 1194, and applicable IWC Wage Orders, and California law.

13 53. As a result of the unlawful acts of Defendants, Plaintiff, Class Members, and
14 Aggrieved Employees have been deprived of overtime wages in amounts to be determined at trial,
15 and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to
16 Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code
17 section 3287.

18 **SECOND CAUSE OF ACTION**

19 **(Failure to Pay Minimum Wages – Against All Defendants)**

20 54. Plaintiff realleges and incorporates by reference all of the allegations contained in the
21 preceding paragraphs as though fully set forth hereat.

22 55. At all relevant times, Plaintiff, Class Members, and Aggrieved Employees were
23 employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and
24 applicable Wage Orders.

25 56. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff, Class
26 Members, and Aggrieved Employees were entitled to receive minimum wages for all hours worked
27 or otherwise under Defendants' control.
28

57. For four (4) years prior to the filing of the complaint in this action through the present, Defendants required Plaintiff, Class Members, and Aggrieved Employees to remain on call without pay and to complete tasks and projects without compensating them for the hours worked. By way of example, Plaintiff and, upon information and belief, Class Members, had to remain on call from approximately 9:30 a.m. to approximately 4:00 p.m., regardless of whether they were assigned to a specific project. Furthermore, on August 2, 2025, Plaintiff recalls assisting quality control personnel during a major inspection. However, Plaintiff was never compensated for his hours worked.

58. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and Aggrieved Employees have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

59. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff, Class Members, and Aggrieved Employees are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

60. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

61. At all relevant times, Plaintiff, Class Members, and Aggrieved Employees were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

62. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

1 63. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
2 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
3 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
4 compensation for each workday that the meal period is not provided.

5 64. For four (4) years prior to the filing of the complaint in this action through the present,
6 Plaintiff, Class Members, and Aggrieved Employees were not provided complete, timely 30-minute,
7 duty-free uninterrupted meal periods every five hours of work without waiving the right to take them,
8 as permitted. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class
9 Member's regular rate of compensation on the occasions that Class Members were not provided
10 compliant meal periods.

11 65. By their failure to provide Plaintiff, Class Members, and Aggrieved Employees
12 compliant meal periods as contemplated by Labor Code section 512, among other California
13 authorities, and failing to provide compensation for such unprovided meal periods, as alleged above,
14 Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

15 66. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and Aggrieved
16 Employees have suffered damages in an amount, subject to proof, to the extent they were not paid
17 additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

18 67. Plaintiff, Class Members, and Aggrieved Employees are entitled to recover the full
19 amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be
20 determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code
21 sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section
22 3287.

23 **FOURTH CAUSE OF ACTION**

24 **(Failure to Provide Rest Periods – Against All Defendants)**

25 68. Plaintiff realleges and incorporates by reference all of the allegations contained in the
26 preceding paragraphs as though fully set forth hereat.

27 69. At all relevant times, Plaintiff, Class Members, and Aggrieved Employees were
28

1 employees or former employees of Defendants covered by applicable Wage Orders.

2 70. California law and applicable Wage Orders require that employers “authorize and
3 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
4 period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3
5 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
6 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
7 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
8 minutes of paid rest period.

9 71. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
10 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
11 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
12 regular rate of compensation for each work day that the rest period is not provided.

13 72. For four (4) years prior to the filing of the complaint in this action through the present,
14 Plaintiff, Class Members, and Aggrieved Employees were not authorized or permitted to take
15 complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major
16 fraction thereof. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class
17 Member’s regular rate of compensation on the occasions that Class Members were not authorized or
18 permitted to take compliant rest periods.

19 73. By their failure to authorize and permit Plaintiff, Class Members, and Aggrieved
20 Employees to take rest periods contemplated by California law, and one (1) additional hour of pay at
21 the employee’s regular rate of compensation for such unprovided rest periods, as alleged above,
22 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

23 74. As a result of Defendants’ unlawful conduct, Plaintiff, Class Members, and Aggrieved
24 Employees have suffered damages in an amount, subject to proof, to the extent they were not paid
25 additional pay owed for rest periods that they were not authorized or permitted to take.

26 75. Plaintiff, Class Members, and Aggrieved Employees are entitled to recover the full
27 amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be
28

determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

76. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

77. At all relevant times, Plaintiff, Class Members, and Aggrieved Employees were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

78. Pursuant to Labor Code sections 201 and 202, Plaintiff, Class Members, and Aggrieved Employees were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

79. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the complaint in this action through the present, Defendants, due to the failure to provide overtime wages mentioned above, failed to pay Plaintiff, Class Members, and Aggrieved Employees all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

80. Plaintiff is informed and believes Defendants' failure to pay Plaintiff, Class Members, and Aggrieved Employees all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff, Class Members, and Aggrieved Employees at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with

1 the requirements of Labor Code sections 201 and 202 resulting in the failure to pay all wages earned
2 prior to termination or resignation.

3 81. Pursuant to Labor Code section 203, Plaintiff, Class Members, and Aggrieved
4 Employees are entitled to waiting time penalties from the date their earned and unpaid wages were
5 due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

6 82. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and Aggrieved
7 Employees have suffered damages in an amount subject to proof, to the extent they were not paid for
8 all wages earned prior to termination or resignation.

9 83. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
10 1021.5 and 1032, and Civil Code section 3287, Plaintiff, Class Members, and Aggrieved Employees
11 are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

12 **SIXTH CAUSE OF ACTION**

13 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

14 84. Plaintiff realleges and incorporates by reference all of the allegations contained in the
15 preceding paragraphs as though fully set forth hereat.

16 85. At all relevant times, Plaintiff, Class Members, and Aggrieved Employees were
17 employees or former employees of Defendants covered by Labor Code section 226, as well as
18 applicable Wage Orders.

19 86. Pursuant to Labor Code section 226, subdivision (a), Plaintiff, Class Members, and
20 Aggrieved Employees were entitled to receive, semi-monthly or at the time of each payment of wages,
21 an accurate itemized statement that accurately reflects, among other things, gross wages earned; total
22 hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate; and the name and address of the legal
24 entity that is the employer, among other things.

25 87. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
26 before the filing of the complaint in this action through the present, Defendants failed to comply with
27 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure
28

1 to furnish Plaintiff, Class Members, and Aggrieved Employees with accurate itemized statements that
2 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all
3 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
4 at each hourly rate; and the name and address of the legal entity that is the employer, among other
5 things.

6 88. Defendants' failure to provide Plaintiff, Class Members, and Aggrieved Employees
7 with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to
8 provide Plaintiff and the other Class Members with accurate wage statements, but willfully provided
9 wage statements that Defendants knew were not accurate.

10 89. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and Aggrieved
11 Employees have suffered injury. The absence of accurate information on Class Members' wage
12 statements has delayed timely challenge to Defendants' unlawful pay practices; requires discovery
13 and mathematical computations to determine the amount of wages owed; causes difficulty and
14 expense in attempting to reconstruct time and pay records; and led to submission of inaccurate
15 information about wages and amounts deducted from wages to state and federal governmental
16 agencies, among other things.

17 90. Pursuant to Labor Code section 226, subdivision (e), Plaintiff, Class Members, and
18 Aggrieved Employees are entitled to recover \$50 for the initial pay period during the period in which
19 violation of Labor Code section 226 occurred and \$100 for each violation of Labor Code section 226
20 in a subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

21 91. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
22 section 1032, Civil Code section 3287, Plaintiff, Class Members, and Aggrieved Employees are
23 entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e),
24 reasonable attorneys' fees, and costs of suit.

25 **SEVENTH CAUSE OF ACTION**

26 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

27 92. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
28

1 incorporate each by reference as though fully set forth hereat.

2 93. At all relevant times, Plaintiff, Class Members, and Aggrieved Employees were
3 employees or former employees of Defendants covered by Labor Code section 204 and applicable
4 Wage Orders.

5 94. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days,
6 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
7 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
8 any calendar month, shall be paid for between the 1st and 10th day of the following month.”

9 95. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
10 independent and apart from, any other penalty provided in this article, every person who fails to pay
11 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
12 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
13 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
14 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
15 percent of the amount unlawfully withheld.”

16 96. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
17 before the filing of the complaint in this action through the present, Defendants employed policies and
18 practices that resulted in not paying Plaintiff, Class Members, and Aggrieved Employees in
19 accordance with Labor Code section 204.

20 97. Pursuant to Labor Code section 210, Plaintiff, Class Members, and Aggrieved
21 Employees are entitled to recover penalties for Defendants’ violations of Labor Code section 204, in
22 the amount of one hundred dollars (\$100) for each initial violation per Class Member, and two
23 hundred dollars (\$200) for each subsequent violation in connection with each payment that was made
24 in violation of Labor Code section 204 per Class Member, plus 25 percent of the amount unlawfully
25 withheld.

26 98. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
27 1032, and Civil Code section 3287, Plaintiff, Class Members, and Aggrieved Employees are entitled
28

1 to recovery of penalties, interest, and their costs of suit, as well.

2 **EIGHTH CAUSE OF ACTION**

3 **(Failure to Indemnify – Against All Defendants)**

4 99. Plaintiff realleges and incorporates by reference all of the allegations contained in the
5 preceding paragraphs as though fully set forth hereat.

6 100. At all relevant times, Plaintiff, Class Members, and Aggrieved Employees were
7 employees or former employees of Defendants covered by Labor Code section 2802 and applicable
8 Wage Orders.

9 101. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
10 his or her employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or her duties . . .”

12 102. For three (3) years prior to the filing of the complaint in this action through the present,
13 Defendants required Plaintiff, Class Members, and Aggrieved Employees to incur necessary
14 expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the
15 directions of Defendants that included, without limitation: using cellular phones for work-related
16 purposes; and purchasing digital certificates necessary to perform work duties.

17 103. During that time period, Plaintiff is informed and believes, and based thereon alleges
18 that Defendants failed and refused, and still fail and refuse to reimburse Plaintiff sand Class Members
19 for those losses and/or expenditures.

20 104. As a result of Defendants’ unlawful conduct, Plaintiff, Class Members, and Aggrieved
21 Employees have suffered damages in an amount subject to proof, to the extent they were not
22 reimbursed for the herein-described losses and/or expenditures.

23 105. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
24 1032, and Civil Code section 3287, Plaintiff, Class Members, and Aggrieved Employees are entitled
25 to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’
26 fees and costs of suit.

27 ///

28

1 **NINTH CAUSE OF ACTION**

2 **(Failure to Produce Requested Records – Against All Defendants)**

3 106. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs of this complaint as though fully set forth hereon.

5 107. Pursuant to California Labor Code § 226(b), current and former employees have the
6 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
7 request to their employer. Under this statute, an employer that receives a request to inspect or receive
8 a copy of records pertaining to a current or former employee must comply with the request as soon as
9 practicable, but no later than twenty-one calendar days from the date of the request.

10 108. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or
11 his or her representative, has the right to inspect and receive a copy of the personnel records that the
12 employer maintains relating to the employee's performance or to any grievance concerning the
13 employee. Under this statute, upon written request from a current or former employee or his or her
14 representative, an employer must make the contents of those personnel records available for inspection
15 or provide a copy of the personnel records to the current or former employee, or his or her
16 representative, not later than thirty calendar days from the date the employer receives the written
17 request, subject to some limited exceptions.

18 109. Plaintiff sent written requests through Plaintiff's counsel on September 10, 2025, to
19 Defendants for Plaintiff's payroll records, timecards, and personnel records. However, Plaintiff has
20 not received all of the requested records as of the date of this complaint.

21 110. Plaintiff is informed and believes, and based thereon alleges, that for three (3) years
22 prior to the filing of this action through the present Defendants violated Labor Code sections 226 and
23 1198.5 by failing to produce employment and personnel records upon request.

24 111. On information and belief, Defendants' failure to provide Plaintiff with all of the
25 requested employment records is not an isolated incident but was instead consistent with Defendants'
26 policy and practice that applied to Plaintiff, Class Members, and Aggrieved Employees.

27 112. Pursuant to California Labor Code § 226(f) and 1198.5(k), Plaintiff, Class Members,
28

1 and Aggrieved Employees are entitled to a penalties of seven hundred fifty dollars (\$750) from
2 Defendants and attorneys' fees and cost.

3 **TENTH CAUSE OF ACTION**

4 **(Unfair Competition – Against All Defendants)**

5 113. Plaintiff realleges and incorporates by reference all of the allegations contained in the
6 preceding paragraphs as though fully set forth hereat.

7 114. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
8 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
9 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
10 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least
11 four (4) years prior to the filing of this action and continuing to the present, Defendants have had a
12 consistent policy of failing to provide Plaintiff and similarly situated employees or former employees
13 within the State of California with the rights provided to them under the Healthy Workplace Healthy
14 Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business
15 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
16 comparable companies doing business in the State of California that comply with their obligations to
17 compensate employees in accordance with the Labor Code.

18 115. As a result of Defendants' unfair competition as alleged herein, Plaintiff, Class
19 Members, and Aggrieved Employees have suffered injury in fact and lost money or property.

20 116. Moreover, as a result of Defendants' unfair competition, as alleged herein, the public
21 has suffered injury. Defendants' Labor Code violations provide them with an unfair competitive
22 advantage against other California employers. Pursuant to Business and Professions Code sections
23 17203 and 17204, Plaintiff seeks public injunctive relief for the benefit of the general public that
24 prohibits Defendants from further violating the Labor Code and requiring the establishment of
25 appropriate and effective means to prevent further violations. This relief benefits Plaintiff only
26 incidentally and as a member of the general public. The primary purpose and effect of this prohibition
27 is to prohibit unlawful acts that threaten future injury to the general public by means of Defendants'
28

1 unlawful competition with other California employers. (*McGill v. CitiBank, N.A.* (2017) 2 Cal.5th
2 945, 954; *accord* at 957.)

3 117. As a distinct ground, Plaintiff seeks under Labor Code section 17203 restitution of all
4 wages and other monies owed to them under the Labor Code, including interest thereon, in which
5 Plaintiff, Class Members, and Aggrieved Employees had a property interest and which Defendants
6 nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the
7 money owed to Plaintiff, Class Members, and Aggrieved Employees is necessary to prevent
8 Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

9 118. Plaintiff, Class Members, and Aggrieved Employees are entitled to costs of suit under
10 Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

11 **ELEVENTH CAUSE OF ACTION**

12 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

13 119. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
14 preceding paragraphs as though fully set forth hereat.

15 **Civil Penalties Under Labor Code § 210**

16 120. At all relevant times herein, Labor Code section 204, requires and required that:
17 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
18 between the 16th and 26th day of the month during which the labor was performed, and labor performed
19 between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st
20 and 10th day of the following month.”

21 121. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
22 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
23 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
24 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
25 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
26 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
27 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

1 122. At all relevant times herein, Defendants have had a consistent policy or practice of
2 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
3 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
4 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
5 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
6 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
7 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
8 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
9 connection with each payment that was made in violation of Labor Code section 204.

10 Civil Penalties Under Labor Code § 226.3

11 123. Defendants had and have a policy or practice of failing to comply with Labor Code
12 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with
13 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
14 earned; the name and address of each employer with whom they have been placed to work; all
15 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
16 at each hourly rate; the legal name of the employer and/or the name and address of the legal entity
17 securing the employer's services if the employer is a farm labor contractor; and other such information
18 as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2 to the extent
19 it does not include for piece-rate work the information required therein including, without limitation,
20 the quantity, rate and units worked per piece, as well as separately itemized non-productive time and
21 rest and recovery periods

22 124. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a) of
23 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
24 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
25 violation in a subsequent citation, for which the employer fails to provide the employee a wage
26 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

27 125. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
28

1 this section are in addition to any other penalty provided by law.”

2 126. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
3 have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements as
4 set forth in the preceding paragraphs.

5 127. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
6 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
7 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for
8 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
9 for each subsequent violation.

10 Violation of Labor Code § 558

11 128. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
12 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
13 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty
14 as follows:

- 15 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
16 pay period for which the employee was underpaid in addition to an amount sufficient
17 to recover underpaid wages;
18 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
19 employee for each pay period for which the employee was underpaid in addition to an
20 amount sufficient to recover underpaid wages;
21 3) Wages recovered pursuant to this section shall be paid to the affected employee.”

22 129. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
23 of them, violated, or caused to be violated, the Labor Code sections described herein, including
24 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
25 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
26 regular payday designated by employer, the name of the employer, including any “doing business as”
27 names used, the name, address, and telephone number of the workers’ compensation insurance carrier,
28

1 information regarding paid sick leave, and other pertinent information.

2 130. As a direct and proximate result of the herein-described Labor Code violations,
3 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
4 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
5 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
6 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

7 Violation of Labor Code § 1174.5

8 131. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
9 every person employing labor in California to "[a]llow any member of the commission or the
10 employees of the Division of Labor Standards Enforcement free access to the place of business or
11 employment of the person to secure any information or make any investigation that they are authorized
12 by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the
13 employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the
14 person."

15 132. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
16 every person employing labor in California to "[k]eep a record showing the names and addresses of
17 all employees employed and the ages of all minors."

18 133. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
19 every person employing labor in California to "[k]eep, at a central location in the state or at the plants
20 or establishments at which employees are employed, payroll records showing the hours worked daily
21 by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid
22 to, employees employed at the respective plants or establishments. These records shall be kept in
23 accordance with rules established for this purpose by the commission, but in any case, shall be kept
24 on file for not less than three years. An employer shall not prohibit an employee from maintaining a
25 personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

26 134. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
27 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and
28

1 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member
2 of the commission or employees of the division to inspect records pursuant to subdivision (b) of
3 [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

4 135. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
5 willfully failed to keep adequate or accurate time records including wage statements and similar
6 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
7 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
8 under Labor Code section 1174.

9 136. As a direct and proximate result of the herein-described Labor Code violations,
10 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
11 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
12 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

13 Violation of Labor Code § 1197.1

14 137. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
15 person acting either individually or as an officer, agent, or employee of another person, who pays or
16 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local
17 law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
18 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
19 follows:

- 20 1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
21 each underpaid employee for each pay period for which the employee is underpaid.
22 This amount shall be in addition to an amount sufficient to recover underpaid wages,
23 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
24 pursuant to Section 203.
- 25 2) For each subsequent violation for the same specific offense, two hundred fifty dollars
26 (\$250) for each underpaid employee for each pay period for which the employee is
27 underpaid regardless of whether the initial violation is intentionally committed. This
28

1 amount shall be in addition to an amount sufficient to recover underpaid wages,
2 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
3 pursuant to Section 203.

4 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
5 203, recovered pursuant to this section shall be paid to the affected employee.”

6 138. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
7 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
8 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
9 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
10 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
11 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the
12 proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
13 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

14 139. As a direct and proximate result of the herein-described Labor Code violations,
15 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
16 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
17 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two
18 hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent
19 violation.

20 Civil Penalties Under Labor Code § 2699

21 140. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
22 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and
23 collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
24 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action
25 brought by an aggrieved employee on behalf of himself or herself and other current or former
26 employees pursuant to the procedures specified in Labor Code section 2699.3.

27 141. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each
28

1 of them, violated the Labor Code sections described in the preceding paragraphs, including, without
2 limitation, the following additional provisions of the Labor Code:

3 A. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
4 have or had a policy or practice of failing to provide Employee and other Aggrieved
5 Employees with all rights afforded to them under the Healthy Workplace Healthy
6 Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without
7 limitation, the amount of paid sick leave required to be provided pursuant to California
8 and local laws. Plaintiff is further informed and believes that the sick pay was not
9 provided at the proper regular of pay as required under California law due to failure to
10 properly calculate the regular rate. Plaintiff is further informed and believes that
11 Defendants also did not permit its use upon request by Defendants and other Aggrieved
12 Employees as contemplated under California and local laws, including, without
13 limitation, under Labor Code section 233, that permits its use to attend to an illness of
14 a child, parent, spouse, or domestic partner without retaliation. Plaintiff is additionally
15 informed and believes that the notice requirement of Labor Code section 221, 223, 233,
16 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff
17 is thus informed and believes that Defendants violated these Labor Code sections, as
18 well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
19 have personally suffered violations under these sections and Defendants would be
20 liable for civil penalties for violation of the paid sick leave regulations under Labor
21 Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief,
22 and reasonable attorneys' fees and costs. Employee further informed and believes, and
23 based thereon alleges, that Defendants' conduct above gave rise to such violations was
24 malicious, fraudulent, or oppressive. Defendants would further be liable for civil
25 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 B. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
27 that Defendants failed and continue to fail to keep adequate or accurate time records
28

1 including wage statements and similar payroll documents under Labor Code section
2 226, documents signed to obtain or hold employment under Labor Code section 432,
3 personnel records under Labor Code section 1198.5, time records under Labor Code
4 section 1174, making it difficult for Employee and other aggrieved employees to
5 calculate their unpaid wages and/or premium payments. Plaintiff and the Aggrieved
6 Employees personally suffered these violations, which in turn would entitle Plaintiff
7 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226
8 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code
9 sections 558, 1174.5, and 2699. Plaintiff further informed and believes, and based
10 thereon alleges, that Defendants' conduct above gave rise to such violations was
11 malicious, fraudulent, or oppressive. Defendants would further be liable for civil
12 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 C. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
14 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from
15 using or disclosing the skills, knowledge and experience they obtained at Defendants
16 for purposes of competing with Defendants, including, without limitation, preventing
17 Plaintiff and Aggrieved Employees from disclosing their wages in negotiating a new
18 job with a prospective employer, and from disclosing who else works at Defendants
19 and under what circumstances that they might be receptive to an offer from a rival
20 employer. As such, Plaintiff is informed and believes that this violates Business and
21 Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various
22 provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
23 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have
24 personally suffered these violations. Plaintiff is further informed and believes, and
25 based thereon alleges, that Defendants' conduct above gave rise to such violations was
26 malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties
27 pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections
28

2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

142. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

143. Moreover, Plaintiff and other Aggrieved Employees within the State of California whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

DEMAND FOR JURY TRIAL

144. Plaintiff demands a trial by jury on all causes of action contained herein.

PRAYER

WHEREFORE, on behalf of Plaintiff, Class Members, and Aggrieved Employees, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class Representative and appointing Plaintiff's counsel as Class counsel;
- C. Damages for all wages earned and owed, including minimum and overtime wages, under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
- D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512, 558.1 and 226.7;
- F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;
- G. Waiting time penalties under Labor Code sections 203 and 558.1;
- H. Penalties for failing to produce records under Labor Code § 226(e) and 1198.5;
- I. Penalties to timely pay wages under Labor Code section 210;

- 1 J. Damages under Labor Code sections 2802 and 558.1;
- 2 K. Preliminary and permanent public injunctions under Labor Code section 17200, *et*
- 3 *seq.* imposed for the benefit of the public prohibiting Defendants from further
- 4 violating the California Labor Code and requiring the establishment of appropriate
- 5 and effective means to prevent future violations, thus permitting proper competition
- 6 by other California employers;
- 7 L. Restitution of wages and benefits due which were acquired by means of any unfair
- 8 business practice, according to proof;
- 9 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 10 N. For attorneys' fees in prosecuting this action;
- 11 O. For costs of suit incurred herein; and
- 12 P. For such other and further relief as the Court deems just and proper.

13

14 Dated: March 4, 2026

BIBIYAN LAW GROUP, P.C.

15

16 BY: /s/ Pavel Rukavishnikov

17 Molly DeSario

18 Calyn V. Hadlock

Pavel Rukavishnikov

19 Attorneys for Plaintiff DOBIE JAMES AUGUST

20 and on behalf of all others similarly situated

21

22

23

24

25

26

27

28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard Los Angeles, California 90024

On March 4, 2026, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS ACTION**, to be served on the following person(s) at the addresses listed:

SPACE MICRO, INC.'s
Agent for Service ERIN HAGGERTY
1325 J ST STE 1550,
SACRAMENTO, CA 95814



BY U.S. MAIL:

I caused each of the documents described above to be served in an envelope, with first-class postage thereon fully prepaid, and to be deposited in a recognized place of deposit of the U.S. Mail for collection and mailing to the office/residence of the addressee(s) on the date shown below following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 4, 2026, at Los Angeles, California.

/s/ Dariane Rose
Dariane Rose