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Superior Court of California
County of Fresno
By: C. York, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

EFIONG ALIZE MCKELVY and
GUADALUPE CITLALLI SALDANA
PONCE, individually, and on behalf of other
members of the general public similarly
situated, and on behalf of other class
members and aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

vs.

PBC SOLUTIONONE, INC., a California
corporation; CCS FACILITY SERVICES –
FRESNO, INC., a California corporation;
CCS FACILITY SERVICES – ORANGE
COUNTY, INC., a California corporation;
CCS FACILITY SERVICES – LOS
ANGELES, INC., a California corporation;
CCS FACILITY SERVICES – SAN
DIEGO, INC., a California corporation;
CCS LOS ANGELES JANITORIAL, INC.,
a California corporation; CCS ORANGE
COUNTY JANITORIAL, INC., a California
corporation; CCS SAN DIEGO
JANITORIAL, INC., a California
corporation; CCS ENGINEERING LOS
ANGELES, INC., a Delaware corporation;
CCS ENGINEERING ORANGE COUNTY,
INC., a Delaware corporation; CCS
ENGINEERING SAN DIEGO, INC., a
Delaware corporation; CCS

Case No.: 23CECG03633

Honorable Jon M. Skiles
Department 503

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§
510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§
226.7 and 512(a) (Unpaid Meal Period
Premiums);
- (3) Violation of California Labor Code §
226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§
1194, 1197, and 1197.1 (Unpaid
Minimum Wages);
- (5) Violation of California Labor Code §§
201 and 202 (Final Wages Not Timely
Paid);
- (6) Violation of California Labor Code §
204 (Wages Not Timely Paid During
Employment);
- (7) Violation of California Labor Code §
226(a) (Non-Compliant Wage

ENGINEERING FRESNO, INC., a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

- Statements);
(8) Violation of California Labor Code §
1174(d) (Failure to Keep Requisite
Payroll Records);
(9) Violation of California Labor Code §§
2800 and 2802 (Unreimbursed
Business Expenses);
(10) Failure to Produce Requested Employment
Records (Cal. Lab. Code §§ 226, 432, and
1198.5)
(11) Violation of California Business &
Professions Code §§ 17200, et seq.;
(12) Violation of California Labor Code §
2698, et seq. (California Labor Code
Private Attorneys General Act of
2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs EFIONG ALIZE MCKELVY (“Plaintiff McKelvy”) and, GUADALUPE CITLALLI SALDANA PONCE (“Plaintiff Ponce”) individually, and on behalf of other members of the general public similarly situated, and on behalf of other class members and aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and allege as follows:

INTRODUCTION AND PRELIMINARY STATEMENT

1. Plaintiffs bring this First Amended Complaint (“FAC”) against Defendants PBC SOLUTIONONE, INC.; CCS FACILITY SERVICES-FRESNO, INC., CCS FACILITY SERVICES-ORANGE COUNTY, INC., CCS FACILITY SERVICES-LOS ANGELES, INC., CCS FACILITY SERVICES-SAN DIEGO, INC., CCS LOS ANGELES JANITORIAL, INC., CCS ORANGE COUNTY JANITORIAL, INC., CCS SAN DIEGO JANITORIAL, INC., CCS ENGINEERING LOS ANGELES, INC., CCS ENGINEERING ORANGE COUNTY, INC., CCS ENGINEERING SAN DIEGO, INC.; and CCS ENGINEERING FRESNO, INC. and DOES 1 through 100 (collectively referred to as “Defendants”) for California Labor Code and Business Professions Code violations stemming from Defendants’ failure to pay all wages owed for work performed (including minimum, straight, overtime, split shift, and reporting time wages); failure to provide meal periods; failure to authorize and permit rest periods; failure to timely pay wages during employment; failure to timely pay all final wages owed at separation; failure to provide accurate and complete itemized wage statements; failure to keep complete and accurate payroll records including hours worked and meal periods; failure to indemnify employees for necessary business expenses; failure to produce requested employment records; unfair business practices; and violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

2. Plaintiffs bring the First through Eleventh Causes of Action as individuals, on behalf of themselves, and as a class action, on behalf of certain current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully below). The Class consists of Plaintiffs and all other persons who have

1 been employed as hourly non-exempt employees in California by (1) Defendants CCS
2 Facility Services-Fresno, Inc., CCS Engineering Fresno, Inc., and PBC SolutionOne, Inc.
3 from August 15, 2019 to present, and/or (2) all other Defendants from July 19, 2020 to
4 present.

5 3. Plaintiffs bring the Twelfth Cause of action as individuals, on behalf of
6 themselves, and as representatives, on behalf of the State of California and certain current
7 and former employees of Defendants, pursuant to the California Private Attorneys General
8 Act (“PAGA”) to recover civil penalties that are owed to Plaintiff, the State of California,
9 and current and former non-exempt, hourly-paid employees of Defendants who worked in
10 California during the applicable statute of limitations period (collectively referred to as the
11 “Aggrieved Employees”).

12 4. Defendants own/owned and operate/operated an industry, business, and
13 establishment within the State of California, including Fresno, Orange, Los Angeles, and San
14 Diego Counties. As such and based upon all the facts and circumstances incident to
15 Defendants’ business in California, Defendants are subject to the California Labor Code,
16 Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California
17 Business & Professions Code.

18 Despite these requirements, throughout the statutory period, Defendants maintained a
19 systematic, company-wide policy and practice of:

20 (a) Failing to pay employees for all hours worked and/or all wages owed, including
21 all minimum, straight, and overtime wages, split shift premiums, and reporting time pay at the
22 correct rates and in compliance with the California Labor Code and IWC Wage Orders;

23 (b) Failing to provide employees with timely and duty-free meal periods, maintain
24 accurate records of all meal periods taken or missed, and pay an additional hour’s pay at the
25 regular rate of pay for each workday a meal period violation occurred, in compliance with the
26 California Labor Code and IWC Wage Orders;

27 (c) Failing to authorize and permit employees to take compliant, timely and duty-free
28 rest periods and/or pay an additional hour’s pay at the regular rate of pay for each workday a rest

period violation occurred, in compliance with the California Labor Code and IWC Wage Orders;

(d) Failing to indemnify employees for all necessary business expenses incurred in compliance with the California Labor Code and IWC Wage Orders;

(e) Failing to timely pay employees all wages earned and owed during employment and at the time of separation of employment;

(f) Failing to maintain accurate records of the hours that employees worked, in compliance with the California Labor Code and IWC Wage Orders;

(g) Failing to produce requested payroll and personnel records within the time specified by California law; and

(h) Failing to provide employees with accurate and complete itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders, and/or additional violations set forth below.

5. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

JURISDICTION AND VENUE

6. This class and representative action is brought pursuant to the California Labor Code § 382 and § 2698, et seq. The monetary damages, restitution, and civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California,

1 or otherwise intentionally avails themselves of the California market so as to render the
2 exercise of jurisdiction over it by the California courts consistent with traditional notions of
3 fair play and substantial justice.

4 9. Venue is proper in this Court because, upon information and belief,
5 Defendants maintain offices, have agents, and/or transact business in the State of California,
6 including the County of Fresno. The acts and omissions alleged herein relating to Plaintiffs
7 and the other class members and aggrieved employees took place in the State of California,
8 including the County of Fresno.

9 **PARTIES**

10 10. Plaintiff EFIONG ALIZE MCKELVY is an individual residing in the State of
11 California, County of Fresno.

12 11. Plaintiff GUADALUPE CITLALLI SALDANA PONCE is an individual
13 residing in the State of California, County of Orange.

14 12. Plaintiffs are informed and believe, and based upon that information and
15 belief, allege that Defendants CCS Facility Services-Fresno, Inc., CCS Facility Services-
16 Orange County, Inc., CCS Facility Services-Los Angeles, Inc., CCS Facility Services-San
17 Diego, Inc., CCS Los Angeles Janitorial, Inc., CCS Orange County Janitorial, Inc., CCS San
18 Diego Janitorial, Inc., PBC SolutionOne, Inc., CCS Engineering Los Angeles, Inc., CCS
19 Engineering Orange County, Inc., CCS Engineering San Diego, Inc.; and CCS Engineering
20 Fresno, Inc. and DOES 1 through 100 (hereinafter collectively referred to as "Defendants")
21 are and at all times mentioned were:

22 (i) Business entities conducting business in numerous counties throughout the State
23 of California, including Fresno County; and,

24 (ii) The former employers of Plaintiffs, and the current and/or former employers of
25 the putative Class and aggrieved employees because Defendants suffered and permitted
26 Plaintiffs, the Class, and the aggrieved employees to work; and/or exercised control over their
27 wages, hours, or working conditions; and/or engaged Plaintiffs, the Class, and the aggrieved
28 employees, thereby creating a common law employment relationship.

1 13. At all times herein relevant, Plaintiffs are informed and believe each
2 Defendant, including the DOE Defendants, directly or indirectly, or through agents or other
3 persons, employed Plaintiffs and the other employees described in the aggrieved employee
4 and class definitions below, and exercised control over their wages, hours, and working
5 conditions. Plaintiffs further allege, on information and belief, that at all relevant times, each
6 Defendant was the principal, agent, partner, officer, director, joint venturer, joint and/or
7 integrated employer, controlling shareholder, parent corporation, subsidiary, affiliate,
8 successor in interest, and/or predecessor in interest of some or all of the other Defendants,
9 and was engaged with some or all of the other Defendants in a joint enterprise for profit, and
10 bore such other relationships to some or all of the other Defendants so as to be liable for their
11 conduct with respect to the matters alleged below. Upon information and belief, Plaintiffs
12 allege that each Defendant acted pursuant to and within the scope of the above alleged
13 relationship, that each Defendant knew or should have known about, and did authorize,
14 ratify, adopt, approve, control, aid, and/or abet the conduct of all other Defendants.

15 14. The true names and capacities, whether corporate, associate, individual or
16 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue
17 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
18 that information and belief allege, that each of the defendants designated as a DOE is legally
19 responsible for the events and happenings referred to in this Complaint and unlawfully
20 caused the injuries and damages to Plaintiffs as alleged in this Complaint. Plaintiffs will seek
21 leave of court to amend this Complaint to show the true names and capacities when the same
22 have been ascertained.

23 15. Plaintiffs further alleges that Defendants including the unknown defendants
24 identified as DOES, directly or indirectly controlled or affected the working conditions,
25 wages, working hours, and conditions of employment of Plaintiffs and the other class
26 members and aggrieved employees so as to make each of said Defendants employers and
27 employers liable under the statutory provisions set forth herein.

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16. PBC SOLUTIONONE, INC., CCS FACILITY SERVICES-FRESNO, INC., CCS FACILITY SERVICES-ORANGE COUNTY, INC., CCS FACILITY SERVICES-LOS ANGELES, INC., CCS FACILITY SERVICES-SAN DIEGO, INC., CCS LOS ANGELES JANITORIAL, INC., CCS ORANGE COUNTY JANITORIAL, INC., CCS SAN DIEGO JANITORIAL, INC., CCS ENGINEERING LOS ANGELES, INC., CCS ENGINEERING ORANGE COUNTY, INC. CCS ENGINEERING SAN DIEGO, INC.; and CCS ENGINEERING FRESNO, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

GENERAL ALLEGATIONS

17. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California.

18. Defendants, jointly and severally, employed Plaintiff McKelvy as an hourly-paid, non-exempt employee from approximately July 2022 to approximately February 2023 in the State of California, County of Fresno.

19. Defendants, jointly and severally, employed Plaintiff Saldana Ponce as an hourly-paid, non-exempt employee from approximately June 2023 to approximately February 2025 in the State of California, County of Orange.

20. Defendants hired Plaintiffs, the Class, and the other aggrieved employees, and failed to properly and timely compensate them for all hours worked, missed meal periods, or missed rest breaks.

21. Defendants had the authority to hire and terminate Plaintiffs, the Class, and the other aggrieved employees, to set work rules and conditions governing their employment, and to supervise their daily employment activities.

22. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs’, the Class’, and the other aggrieved employees’ employment for them to be joint and/or integrated employers of Plaintiffs, the Class, and the other aggrieved employees.

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23. Defendants directly hired and paid wages and benefits to Plaintiffs, the Class and the other aggrieved employees.

24. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

25. Plaintiffs, the Class and the other aggrieved employees at times worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

26. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, inter alia, failing to pay them for all hours worked (including minimum, straight, overtime wages, split shifts and reporting time pay), for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law, failing to timely pay wages during employment, failing to indemnify necessary business expenses, failing to timely pay all final wages owed on separation, failing to furnish accurate wage statements, failing to keep accurate records, and failing to timely respond to statutory records requests. As detailed below, Plaintiffs' experiences working for Defendants were typical and illustrative.

27. Plaintiffs are informed and believe, and based thereon allege, Defendants maintained a policy and practice of not paying Plaintiffs, the Class, and the aggrieved employees for all hours worked. Plaintiffs, the Class, and the aggrieved employees were required to perform work before, during, and after their scheduled shifts without compensation and were required to work during meal breaks. At times, they worked more than eight (8) hours in a day and/or more than forty (40) hours in a week without being paid the premium overtime rates at one-and-one half times or double the regular rate of pay. Further, Defendants failed to pay reporting time pay and split shift premiums and proper missed meal and rest break pay where required by law. Additionally, Defendants failed to properly calculate the regular rate of pay where owed, e.g., for overtime, reporting time pay, sick pay, and/or meal and rest break premium pay.

28. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the Class, and the other aggrieved employees were entitled to receive certain wages for minimum, straight, and overtime compensation and that they were not receiving accurate and complete wages for straight and overtime compensation.

29. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs, the Class, and the other aggrieved employees the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders. Defendants failed to completely and timely relieve Plaintiffs, the Class, and other aggrieved employees of all duties and employer control during these breaks causing them to work and/or remain on call and/or on the premises during meal and rest periods, at times without compensation.

30. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the Class, and the other aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at the employee's regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at the correct rate of pay when a meal period was missed.

31. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the Class, and the other aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at the employee's regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at the correct rate of pay when a rest period was missed.

32. Plaintiffs are informed and believe, and based thereon allege, Defendants maintained a policy and practice of requiring Plaintiffs, the Class, and the aggrieved employees to work seven days in one workweek, thereby failing to provide one day's rest in seven.

33. Plaintiffs are informed and believe, and based thereon allege, Defendants maintained a policy and practice of failing to timely pay Plaintiffs, the Class, and the aggrieved employees all wages earned and owed to them during employment as required by Labor Code § 201-204 and upon discharge or resignation as required by Labor Code 203 and 227.3, including all overtime, straight time, and minimum wages required by applicable law as described above and any accrued and unused vacation on separation of employment. Further, Defendants unlawfully paid final wages via direct deposit without proper specific authorization.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the Class, and the other aggrieved employees were entitled to receive all wages owed to them during employment and upon discharge or resignation within the timeframes required by Labor Code §§ 201-204, and they did not, in fact, receive all such wages owed to them within these time frames.

35. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the Class, and the other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, inter alia, the failure to include the total number of hours worked and the applicable hourly rates and wages actually earned by Plaintiffs, the Class, and the other aggrieved employees. Plaintiffs further allege that Defendants failed to name the correct business entity and/or address on the wage statements and/or to include all other categories of information required by the Labor Code.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs, the Class, and the other aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records, including but not limited to payroll records showing the daily hours worked and meal periods.

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37. Plaintiffs further allege that Defendants knew or should have known that Plaintiffs, the Class, and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses and costs and Defendants did not, in fact, reimburse those expenses, including but not limited to expenses incurred for the use of personal cell phones or other personal devices, mileage, and costs for purchase and maintenance of required work attire and footwear, tools, equipment, and supplies.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to timely and completely respond to records requests made by Plaintiffs, the Class, and other aggrieved employees pursuant to Labor Code §§ 226, 1198.5, and 432.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Wage Theft Act Notices to Plaintiffs, the Class, and other aggrieved employees at the time of hire and/or the Notices were not accurate and complete.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs, the Class, and the other aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the Class, and the other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

41. California Labor Code § 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

CLASS ACTION ALLEGATIONS

42. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under Code of Civil Procedure § 382.

43. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

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44. The proposed Class consists of and is defined as follows:

All persons who worked for Defendants in California as non-exempt and/or hourly employees during the time periods as follows: (1) for Defendants CCS Facility Services – Fresno, Inc., CCS Engineering Fresno, Inc., and PBC SolutionOne, Inc. from August 15, 2019, to present and/or (2) all other Defendants from July 19, 2020 to present.

45. At all material times, Plaintiffs were members of the Class.

46. Plaintiffs reserve the right to establish subclasses as appropriate.

47. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.
- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the

substantial benefit of each class member.

- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

48. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) days per workweek and failed to pay the legally required overtime compensation, in accordance with the California Labor Code, to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class

members to work during meal and/or rest periods without compensation;

- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code, including, *inter alia*, § 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, § 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code § 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

49. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

50. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered

1 through a civil action brought by an aggrieved employee on behalf of herself and other
2 current or former employees pursuant to procedures outlined in California Labor Code §
3 2699.3.

4 51. Pursuant to PAGA, a civil action under PAGA may be brought by an
5 “aggrieved employee,” who is any person that was employed by the alleged violator and
6 against whom one or more of the alleged violations was committed.

7 52. Plaintiffs were employed by Defendants and the alleged violations were
8 committed against them during their time of employment and they are, therefore, aggrieved
9 employees. Plaintiffs and the other employees are “aggrieved employees” as defined by
10 California Labor Code § 2699(c) in that they are all current or former employees of
11 Defendants, and one or more of the alleged violations were committed against them.

12 53. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved
13 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the
14 following requirements have been met:

- 15 a. The aggrieved employee shall give written notice by online submission
16 (hereinafter “Employee’s Notice”) to the Labor & Workforce
17 Development Agency (hereinafter “LWDA”) and by U.S. Certified
18 Mail to the employer of the specific provisions of the California Labor
19 Code alleged to have been violated, including the facts and theories to
20 support the alleged violations.
- 21 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
22 employer and the aggrieved employee by certified mail that it does not
23 intend to investigate the alleged violation within sixty (60) calendar
24 days of the postmark date of the Employee’s Notice. Upon receipt of
25 the LWDA Notice, or if the LWDA Notice is not provided within
26 sixty-five (65) calendar days of the postmark date of the Employee’s
27 Notice, the aggrieved employee may commence a civil action pursuant
28 to California Labor Code § 2699 to recover civil penalties in addition

to any other penalties to which the employee may be entitled.

54. On June 30, 2023, Plaintiff McKelvy provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant PBC SOLUTIONONE, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff McKelvy has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff McKelvy's notice. Plaintiff McKelvy provided an amended written notice by online submission to the LWDA and to Defendants on March 12, 2025. Plaintiff McKelvy has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff McKelvy's amended notice.

55. On March 12, 2025, Plaintiff Ponce provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff Ponce has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff Ponce's notice.

56. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code § 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code §§ 201-204, 210, 213, 218.5, 223, 225.5, 226, 226.3, 226.7, 227.3, 256, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2810.5.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198

(Against all Defendants For Failure To Pay All Overtime Wages)

57. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 56 and each and every part thereof with the same force and effect as though fully set forth herein.

58. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless

1 they receive additional compensation beyond their regular wages in amounts specified by
2 law.

3 59. California Labor Code §§ 1194 and 1198 provide that employees in California
4 shall not be employed more than eight hours in any workday unless they receive additional
5 compensation beyond their regular wages in amounts specified by law. Additionally,
6 California Labor Code § 1198 states that the employment of an employee for longer hours
7 than those fixed by the Industrial Welfare Commission (“IWC”) is unlawful.

8 60. California Labor Code § 1198 provides that "The employment of any
9 employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is
10 unlawful." The applicable Industrial Wage Orders, including inter alia Wage Orders 4-2001,
11 and 5-2001, require that for each workday an employee is required to report for work and
12 does report, but is not put to work or is furnished less than half said employee's usual or
13 scheduled day's work, the employee shall be paid for half the usual or scheduled day's work,
14 but in no event for less than two (2) hours nor more than four (4) hours, at the employee's
15 regular rate of pay. Further, if an employee is required to report for work a second time in
16 any one workday and is furnished less than two (2) hours of work on the second reporting,
17 said employee shall be paid for two (2) hours at the employee's regular rate of pay.

18 61. Section 4(C) of the applicable IWC Wage Orders requires that when “an
19 employee works a split shift” the employer must pay one additional hour’s pay at the
20 minimum wage “in addition to the minimum wage for that workday.” A “split shift” is
21 defined as a work schedule that is “interrupted by non-paid non-working periods established
22 by the employer, other than bona fide rest or meal periods.”

23 62. At all relevant times herein mentioned, Defendants knowingly failed to pay
24 Plaintiffs and the Class all compensation owed at the correct regular rate of pay and/or for all
25 hours worked. Plaintiffs and the Class were, at times, required to perform work “off-the-
26 clock” and without compensation before, during, and/or after their shifts. The time was not
27 compensated due to not being recorded and/or due to rounding or otherwise. Plaintiffs and
28 the Class were, at times, also required to work more than eight (8) hours in a day and/or more

1 than forty (40) hours in a week without being paid the correct premium overtime rates at one-
2 and-one half times or double the regular rate of pay, including additional remuneration where
3 required by law.

4 63. Additionally, Defendants failed to pay Plaintiffs and the Class half the usual
5 or scheduled day's work in an amount no less than two (2) hours nor more than four (4)
6 hours at the employee's regular rate of pay for workdays in which Plaintiffs and the Class
7 reported to work and were furnished less than half the usual or scheduled day's work.
8 Defendants, at times, also required Plaintiffs and the Class to work split shifts without paying
9 the required split shift premiums.

10 64. Defendants' failure to pay Plaintiffs and the other class members the unpaid
11 balance of overtime compensation, as required by California laws, violates the provisions of
12 California Labor Code §§ 510 and 1198, and is therefore unlawful.

13 65. Pursuant to California Labor Code §§ 510 and 1198, Plaintiffs and the other
14 class members are entitled to recover unpaid overtime compensation, as well as interest,
15 costs, and attorneys' fees.

16 66. Pursuant to California Labor Code §§ 1194.2 and 1197.1, Plaintiffs and the
17 Class are entitled to recover liquidated damages and penalties for Defendants' failure to pay
18 minimum wages.

19 67. Plaintiffs and the Class are also entitled to seek recovery of all unpaid straight
20 time, split shift pay, reporting time pay, and overtime wages, interest, and reasonable
21 attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, 1194, and
22 1197.1.

23 **SECOND CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 226.7 and 512(a)**

25 **(Against All Defendants For Failure To Provide Compliant Meal Periods & Premiums)**

26 68. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
27 through 67, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

69. California Labor Code § 512 and the IWC Wage Orders require that employers provide employees with an uninterrupted meal period of at least 30 minutes after no more than five hours of work and a second 30-minute meal period after no more than ten hours of work. Labor Code § 226.7 and the IWC Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of pay for each meal period that is not provided.

70. At all relevant times, the IWC Order and California Labor Code §§ 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

71. Notwithstanding these legal obligations, Defendants regularly failed to provide Plaintiffs and the Class with compliant meal periods by failing to completely and timely relieve Plaintiff and the Class of all duties and employer control during these breaks causing them to work during unpaid meal breaks and/or to miss meal breaks and/or remain on-call and/or on the premises during meal periods. Defendants further routinely failed to pay the requisite premiums at the regular rate of pay for missed meal periods.

72. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

73. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of ten (10) hours were required to work for periods long than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

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74. During the relevant time period, Plaintiffs and other class members' meal periods were missed, shortened, late, and/or were interrupted because Defendants required them to perform and complete work duties, even when it resulted in missed, shortened, late, or interrupted meal periods. Defendants interrupted Plaintiffs and the other class members during purported meal periods with business-related inquiries, instructions for tasks, and/or to require them to return to work before a full thirty (30) minutes elapsed to complete or begin tasks.

75. As a result, Defendants failed to relieve Plaintiffs and the other class members of all duties, failed to relinquish control over Plaintiffs and the other class members' activities, failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts lasting more than ten (10) hours.

76. As a result, during the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

77. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code § 226.7.

78. Defendants' conduct violates applicable IWC Wage Order and California Labor Code §§ 226.7 and 512(a).

79. Pursuant to applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period was not provided.

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THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants For Failure To Authorize and Permit Rest Periods and Pay Premiums)

80. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 79, and each and every part thereof with the same force and effect as though fully set forth herein.

81. Defendants are required by California law to authorize and permit rest breaks of ten uninterrupted minutes for each four hours or major fraction thereof worked. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order. Section 226.7 requires an employer to pay an additional hour of pay at the employee's regular rate of pay each day an employee is not authorized and permitted to take one or more rest breaks.

82. At all times herein set forth, the applicable IWC Wage Order and California Labor Code § 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

83. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the Class to take compliant, duty-free rest breaks where they were relieved of all duty and employer control and free to leave the premises. Defendants did not pay appropriate missed rest break pay to employees who missed rest breaks.

84. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period, or major fraction thereof, worked.

85. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

86. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code § 226.7.

87. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code § 226.7.

88. Pursuant to the applicable IWC Wage Orders and California Labor Code § 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against all Defendants For Failure To Pay Minimum Wages)

89. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 88, and each and every part thereof with the same force and effect as though fully set forth herein.

90. At all relevant times, California Labor Code §§ 1194, 1197, and 1197.1 provided that a minimum wage shall be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

91. During the relevant time period, Defendants failed to pay the minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code §§ 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class members worked off-the-clock performing work duties, and/or by failing to pay Plaintiffs and the other class members split shift pay and/or reporting time pay as referenced in Paragraphs 60, 61, and 63 above.

92. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code §§ 1194, 1197, and 1197.1 and the reporting time and split shift pay provisions of the applicable Wage Order. Pursuant to those §§

1 Plaintiffs and the other class members are entitled to recover the unpaid balance of their
2 minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
3 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

4 93. Pursuant to California Labor Code § 1197.1, Plaintiffs and the other class
5 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
6 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
7 minimum wages.

8 94. Pursuant to California Labor Code § 1194.2, Plaintiffs and the other class
9 members are entitled to recover liquidated damages in an amount equal to the wages
10 unlawfully unpaid and interest thereon.

11 **FIFTH CAUSE OF ACTION**

12 **(Violation of California Labor Code §§ 204)**

13 **(Against all Defendants For Failure To Timely Pay Wages During Employment)**

14 95. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
15 through 94, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 96. California Labor Code §§ 201-204 require payment of all wages for non-
18 exempt employees within specified intervals and further require that all wages due must be
19 paid not more than seven calendar days following the close of the payroll period. Labor
20 Code § 210 provides that "every person who fails to pay the wages of an employee as
21 provided in Section ... 204 ... shall be subject to a civil penalty" of \$100 for an initial
22 violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

23 81. Despite these requirements, Defendants failed and refused to pay Plaintiffs and
24 the Class all wages due to them within the time periods specified by California Labor Code §§
25 201-204, including earned and unpaid minimum, straight, overtime, and missed break premium
26 wages as discussed herein.

27 97. During the relevant time period, Defendants intentionally and willfully failed
28 to pay Plaintiffs and the other class members all wages due to them, within any time period

permissible under California Labor Code § 204.

98. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code § 204.

99. Under California law, Plaintiffs and the Class are entitled to statutory penalties as set forth in Labor Code § 210.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 201-203, 227.3)

(Against all Defendants For Failure To Timely Pay Final Wages On Separation)

100. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 99, and each and every part thereof with the same force and effect as though fully set forth herein.

101. California Labor Code §§ 201 through 204 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately at the place of discharge, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Final wages must include any accrued, unused vacation.

102. Labor Code § 213 requires employers to obtain voluntary employee authorization prior to depositing wages due in an account by any bank, savings and loan association, or credit union of the employee's choice.

103. During the relevant time period, Defendants intentionally and willfully failed to timely pay Plaintiffs and the Class all wages due to them on separation of employment, including earned and unpaid minimum, overtime, premium, and vacation wages as discussed herein and/or paid them via direct deposit without specific authorization for same.

104. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an

1 action is commenced; but the wages shall not continue for more than thirty (30) days.

2 105. Pursuant to California Labor Code § 203, Plaintiffs and the Class are entitled
3 to recover from Defendants their additionally accruing wages for each day they were not paid
4 all wages owed to them, up to thirty (30) days maximum.

5 106. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
6 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in
7 this action.

8 **SEVENTH CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226(a))**

10 **(Against all Defendants For Failure To Provide Accurate Itemized Wage Statements)**

11 107. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
12 through 106, and each and every part thereof with the same force and effect as though fully
13 set forth herein.

14 108. California Labor Code §§ 226 and 226.3 require employers to make, keep and
15 provide complete and accurate itemized wage statements to their employees each pay period
16 that show (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units
17 earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the
18 inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or
19 an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable
20 hourly rates in effect during the pay period and the number of hours worked at each hourly
21 rate by the employee.

22 109. Defendants have willfully and intentionally failed to provide Plaintiffs and the
23 Class with complete and accurate wage statements. The deficiencies include, among other
24 things, the failure to include the total hours actually worked and the applicable hourly rates
25 and wages actually earned by Plaintiffs and the Class, including time spent working off-the-
26 clock and during meal and rest periods as discussed herein, as well as the naming of the
27 incorrect business entity and/or address and/or omitting or failing to correctly provide other
28 information required by the Labor Code.

110. As a result of Defendants' violations of California Labor Code § 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

111. Specifically, Plaintiffs and the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because Plaintiffs and the Class were denied both their legal right to receive, and their protected interest in receiving accurate, itemized wage statements under this section.

112. Pursuant to California Labor Code § 226 and/or 226.3, Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4000) per employee. In addition to this penalty, Plaintiffs and the Class are further entitled to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which Defendants fail to provide the Plaintiffs and/or Class with a wage deduction statement or fail to keep the records required in California Labor Code § 226(a).

113. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of attorneys' fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against all Defendants For Failure To Keep Complete And Accurate Payroll Records)

114. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 113, and each and every part thereof with the same force and effect as though fully set forth herein.

115. California Labor Code §§ 1174(d) and 1174.5 require an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees

1 employed at the respective plants or establishments. IWC Order section 7(A)(3) requires
2 employers to keep time records showing when the employee begins and ends each work
3 period. Meal periods and total hours worked each day are also to be recorded. These records
4 shall be kept with rules established for this purpose by the commission, but in any case, shall
5 be kept on file for not less than two years.

6
7 116. During the relevant time period, Defendants intentionally and willfully failed
8 to keep accurate and complete payroll records showing the actual hours worked daily and the
9 wages earned by Plaintiffs and the Class as discussed herein.

10 117. As a result of Defendants' violation of California Labor Code § 1174(d),
11 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
12 protected rights.

13 118. More specifically, Plaintiffs and the other class members have been injured by
14 Defendants' intentional and willful violation of California Labor Code § 1174(d) because
15 they were denied both their legal right and protected interest in having available, accurate
16 and complete payroll records pursuant to California Labor Code § 1174(d).

17 119. Pursuant to California Labor Code § 1174.5, Defendants are subject to a civil
18 penalty for their willful failure to comply with California Labor Code § 1174.

19 120. Pursuant to California Labor Code § 1174(d), an employer shall keep, at a
20 central location in the state or at the plants or establishments at which employees are
21 employed, payroll records showing the hours worked daily by and the wages paid to, and the
22 number of piece-rate units earned by and any applicable piece rate paid to, employees
23 employed at the respective plants or establishments. These records shall be kept in
24 accordance with rules established for this purpose by the commission, but in any case shall
25 be kept on file for not less than two years.

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NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against all Defendants For Failure To Indemnify Employees For Necessary Business Expenses)

121. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 120, and each and every part thereof with the same force and effect as though fully set forth herein.

122. California Labor Code §§ 2800 and 2802 requires an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

123. During the relevant period, Plaintiffs and the Class were required to incur necessary expenditures and losses in direct consequence of the discharge of their duties or obedience to directions of Defendants, including but not limited to the use of personal cell phones or other personal devices, mileage, and costs for purchase and maintenance of required work attire and footwear, tools, equipment, and supplies.

124. Defendants knew or should have known that Plaintiffs and the Class incurred these necessary expenditures and were entitled to reimbursement of the same yet failed to provide reimbursement.

125. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

TENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 226, 432, 1198.5)

(Against all Defendants For Failure To Produce Requested Employment Records)

126. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 125, and each and every part thereof with the same force and effect as though fully set forth herein.

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127. Labor Code § 226 provides current and former employees with the right to inspect or receive a copy of payroll records pertaining to their employment no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) provides current and former employees the right to inspect and receive a copy of personnel records the employer maintains relating to the employee's performance or to any grievance concerning the employee not later than thirty (30) calendar days from the date the employer receives the written request with certain limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to obtaining or holding employment, they shall be given a copy upon request.

128. Labor Code §§ 226 and 1198.5 each provide for a seven hundred fifty dollar (\$750) penalty for failure to comply with each respective section.

129. During the relevant time period, Defendants failed to timely and completely respond to written records requests made by Plaintiffs and the Class thereby violating Labor Code §§ 226, 432, and 1198.5.

130. Pursuant to Labor Code §§ 226 and 1198.5, Plaintiffs and the Class are entitled to penalties, injunctive relief in the form of compliance, and attorneys' fees and costs.

ELEVENTH CAUSE OF ACTION

(Against All Defendants For Unfair Business Practices)

131. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 130, and each and every part thereof with the same force and effect as though fully set forth herein.

132. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs and the other class members, and Defendants' competitors. Accordingly, Plaintiffs and the other class members seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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133. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code § 17200, et seq.

134. A violation of California Business & Professions Code § 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Plaintiffs allege Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work without paying them proper minimum, straight and overtime compensation violate California Labor Code §§ 510 and 1198 and the applicable Wage Order. Additionally, Plaintiffs allege Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code §§ 226.7 and 512(a). Moreover, Plaintiffs allege Defendants' policies and practices of failing to timely pay all wages owed to Plaintiffs and the other class members violate California Labor Code §§ 201, 202, 203, 204, & 213. Further, Plaintiffs allege that Defendants failed to provide Plaintiffs and the other class members with copies of signed documents, employment records, and personnel records, in violation of California Labor Code §§ 432 and 1198.5. Plaintiffs allege Defendants also violated California Labor Code §§ 226(a), 226.3, 1174(d), 2800, and 2802 by failing to provide reimbursement for all expenses, failing to provide accurate and complete wage statements, and failing to maintain proper payroll records.

135. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

136. Plaintiffs and the other class members have been personally injured and continue to be injured by Defendants' unlawful business acts and practices as alleged herein, including, but not necessarily limited to, the loss of money and/or property.

137. Pursuant to California Business & Professions Code § 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages and other monies wrongfully withheld and retained by Defendants.

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138. Pursuant to California Business & Professions Code § 17200, *et seq.*, Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences from four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TWELTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, *et seq.*)

(Against All Defendants For Violation of California Labor Code § 2698, *et seq.*)

139. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 138, and each and every part thereof with the same force and effect as though fully set forth herein.

140. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

141. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

142. Plaintiffs and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

143. Defendants' failure to pay all legally required overtime wages to Plaintiffs and the other class members and aggrieved employees as set forth herein is in violation of the Wage Orders and constitutes a violation of California Labor Code §§ 510 and 1198.

Failure to Provide Meal Periods

144. Defendants' failure to provide legally required meal periods to Plaintiffs and the other class members and aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code §§ 226.7 and 512(a).

Failure to Provide Rest Periods

145. Defendants' failure to provide legally required rest periods to Plaintiffs and the other class members and aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code § 226.7.

Failure to Pay Minimum Wages

146. Defendants' failure to pay all legally required minimum wages (including straight time, statutory minimum wages, split shift pay, reporting time pay, and meal and rest break premiums as set forth herein) to Plaintiffs and the other class members and aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code §§ 223, 225.5, 1194, 1197 and 1197.1.

Failure to Provide Day of Rest

143. Defendants failed to provide Plaintiffs and the other aggrieved employees with at least one day's rest in seven in accordance with California Labor Code §§ 551 and 552. Such failure constitutes a violation of these Labor Code §§.

Failure to Provide Wage Theft Act Notices

144. Defendants failed to provide Plaintiffs and the other aggrieved employees with a written notice at the time of hire including all accurate information as set forth in California Labor Code § 2810.5. Such failure constitutes a violation of this Labor Code §.

Failure to Timely Pay Wages Upon Termination

147. Defendants' failure to timely pay wages to Plaintiffs and the other class members and aggrieved employees upon termination in accordance with Labor Code §§ 201 and 202 constitutes a violation of California Labor Code §§ 201, 202, 213, 227.3, and 256.

Failure to Timely Pay Wages During Employment

148. Defendants' failure to timely pay wages to Plaintiffs and the other class

members and aggrieved employees during employment in accordance with Labor Code § 204 constitutes a violation of California Labor Code § 204.

Failure to Provide Complete and Accurate Wage Statements

149. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other class members and aggrieved employees in accordance with Labor Code §§ 226(a) and 226.3 constitutes a violation of California Labor Code § 226(a).

Failure to Keep Complete and Accurate Payroll Records

150. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other class members and aggrieved employees in accordance with California Labor Code § 1174(d) constitutes a violation of California Labor Code § 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

151. Defendants' failure to reimburse Plaintiffs and the other class members and aggrieved employees for necessary business-related expenses and costs as set forth herein in accordance with California Labor Code §§ 2800 and 2802 constitutes a violation of California Labor Code §§ 2800, and 2802.

152. Defendants' failure to timely produce personnel and pay records to Plaintiffs and the other class members and aggrieved employees constitutes a violation of California Labor Code §§ 226, 432, and 1198.5.

153. Pursuant to California Labor Code § 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code § 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code § 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 § 11010 et seq. in

the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code § 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

154. Pursuant to California Labor Code § 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

155. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code §§ 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other class members and aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other class members and aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

Class Certification

1. That this action be certified as a class action;

2. That Plaintiffs be appointed as the representative of the Class as to the first ten causes of action;

3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

2. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

4. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 1194;

5. For civil penalties pursuant to California Labor Code §§ 2699(a), (f), and (g); and

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

As to the Second Cause of Action

7. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

8. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

9. For all actual, consequential, and incidental losses and damages, according to proof;

10. For premium wages pursuant to California Labor Code § 226.7(b);
11. For pre-judgment interest on any unpaid wages from the date such amounts were due;
12. For reasonable attorneys' fees and costs of suit incurred herein;
13. For civil penalties pursuant to California Labor Code §§ 2699(a), (f), and (g);
- and
14. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

16. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

17. For all actual, consequential, and incidental losses and damages, according to proof;

18. For premium wages pursuant to California Labor Code § 226.7(b);

19. For pre-judgment interest on any unpaid wages from the date such amounts were due;

20. For civil penalties pursuant to California Labor Code §§ 2699(a), (f), and (g);

and

21. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

22. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 1194, 1197, and 1197.1 and the applicable Wage Order by willfully failing to pay minimum wages to Plaintiffs and the other class members;

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23. For general unpaid wages and such general and special damages as may be appropriate;

24. For statutory wage penalties pursuant to California Labor Code § 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

25. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 1194(a);

27. For liquidated damages pursuant to California Labor Code § 1194.2;

28. For civil penalties pursuant to California Labor Code §§ 2699(a), (f), and (g); and

29. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 204 by willfully failing to pay all compensation owed at the time required by California Labor Code § 204 to Plaintiffs and the other class members;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

33. For civil penalties pursuant to California Labor Code §§ 2699(a), (f), and (g); and

34. For such other and further relief as the court may deem just and proper

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, 203, and 227.3 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no

longer employed by Defendants;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For statutory wage penalties pursuant to California Labor Code § 203 for Plaintiffs and the other class members who have left Defendants' employ;

38. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

39. For civil penalties pursuant to California Labor Code §§ 2699(a), (f), and (g); and

40. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

41. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

42. For actual, consequential and incidental losses and damages, according to proof;

43. For statutory penalties pursuant to California Labor Code § 226(e);

44. For injunctive relief to ensure compliance with this §, pursuant to California Labor Code § 226(g); and

45. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code § 1174(d);

47. For actual, consequential and incidental losses and damages, according to proof;

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48. For statutory penalties pursuant to California Labor Code § 1174.5;

49. For civil penalties pursuant to California Labor Code §§ 2699(a), (f), and (g);

and

50. For such other and further relief as the court may deem just and proper.

As to the Ninth Cause of Action

51. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code §§ 2800 and 2802;

52. For actual, consequential and incidental losses and damages, according to proof;

53. For the imposition of civil penalties and/or statutory penalties;

54. For reasonable attorneys' fees and costs of suit incurred herein;

55. For civil penalties pursuant to California Labor Code §§ 2699(a), (f), and (g);

and

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

As to the Tenth Cause of Action

57. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226, 432, and 1198.5 by willfully failing to timely produce requested employment records;

58. For statutory penalties pursuant to California Labor Code §§ 226(f) and 1198.5(k) and civil penalties under California Labor Code §§ 2699, et seq.

59. For injunctive relief to ensure compliance with these sections, pursuant to California Labor Code §§ 226(h) and 1198.5(l).

60. For reasonable attorneys' fees and for costs of suit incurred herein; and,

61. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Eleventh Cause of Action

62. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §§ 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay all required minimum and straight time wages owed to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code § 201, 202, 203 and 204, failing to provide Plaintiffs and the other class members with copies of signed documents, employment records, and personnel records, in violation of California Labor Code §§ 432 and 1198.5 and by failing to provide accurate and complete wage statements, failing to maintain accurate and complete payroll records, and failing to reimburse business expenses in violation of California Labor Code §§ 226(a), 1174(d), 2800, and 2802.

63. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

64. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code §§ 17200, et seq.;

65. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

66. For injunctive relief to ensure compliance with this §, pursuant to California Business and Professions Code §§ 17200, et seq.; and

67. For such other and further relief as the court may deem just and proper.

As to the Twelfth Cause of Action

63. For civil penalties pursuant to California Labor Code §§ 2699(a), (f), (g) and 558, costs/expenses, and attorneys' fees for violation of California Labor Code §§ 201, 202, 203, 204, 213, 223, 225.5, 226(a), 226.3, 226.6, 226.7, 227.3, 256, 432, 510, 512(a), 551, 552 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2810.5, and IWC

1 Wage Orders; and

2 64. For such other and further relief as the Court may deem equitable and
3 appropriate.

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5 DATED: October 16, 2025

LAWYERS for JUSTICE, PC

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7 By: 
8 Brian J. St. John
9 Attorneys for Plaintiffs