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JENNIFER TORRES, individually and
on behalf of all others similarly situated, and
on behalf of all aggrieved employees and
the State of California

FILED
Superior Court of California
County of Los Angeles
04/08/2026
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JENNIFER TORRES, individually and on behalf of all others similarly situated, and on behalf of all aggrieved employees and the State of California,

Plaintiff,

v.

PRINT & DESIGN SOLUTIONS, INC., a California corporation; BRETT KAUFMAN, an individual; CHRIS GRAHAM, an individual; and DOES 1 through 100, inclusive,

Defendants.

Case No. 26STCV05446

[Assigned for all purposes to the Honorable David S. Cunningham III]

[Amended as a matter of right, pursuant to Labor Code section 2699.3(a)(2)(C)]

First Amended Class and Representative Action Complaint for Damages and Injunctive and Declaratory Relief Based On:

1. **Failure to Pay State Minimum Wage (Cal. Lab. Code §§ 510, 1194, 1194.2, 1197, 1198; IWC Wage Order Nos. 4-2001 and 7-2001; IWC Minimum Wage Order No. MW-2025; Los Angeles, San Francisco, Oakland, and Santa Clara Minimum Wage Ordinances)**
2. **Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194, and 1198; IWC Wage Order Nos. 4-2001 and 7-2001)**
3. **Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512, and 1198; IWC Wage Order Nos. 4-2001 and 7-2001)**
4. **Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7 and 1198; IWC Wage Order Nos. 4-2001 and 7-2001)**

5. **Failure to Furnish Timely and Accurate Wage Statements (Cal. Lab. Code §§ 226 and 1198; IWC Wage Order Nos. 4-2001 and 7-2001)**
6. **Waiting Time Penalties (Cal. Lab. Code §§ 201, 202, and 203)**
7. **Failure to Indemnify for All Necessary Expenditures and Losses (Cal. Lab. Code § 2802)**
8. **Failure to Provide Paid Sick Leave Benefits and Notices (Lab. Code §§ 246 and 248.5)**
9. **Unfair Competition (Cal. Bus. & Prof. Code § 17200, et seq.)**
10. **Private Attorney General Act (PAGA) (Cal. Lab. Code § 2698, et seq.)**

DEMAND FOR JURY TRIAL

Plaintiff Jennifer Torres complains and alleges on behalf of herself and all others similarly situated, and on behalf of all aggrieved employees and the State of California, against Defendants Print & Design Solutions, Inc. ("PDS"), Brett Kaufman, and Chris Graham as follows:

THE PARTIES

Plaintiff

1. Ms. Torres is, and at all relevant times was, an individual residing in Fresno County, California.

Defendants

2. Print & Design Solutions, Inc. is, and at all relevant times was, a California corporation doing business in Los Angeles County, California.

3. Mr. Kaufman is, and at all relevant times was, an individual residing in Los Angeles County, California. Additionally, Mr. Kaufman controlled the working conditions of Ms. Torres and Class Members. Ms. Torres and Class Members are informed and believe that Mr. Kaufman is a high-level employee or officer, director, and/or managing agent of PDS who influenced PDS's wage and hour policies, contributed to PDS's wage and hour violations, and

exercised a high degree of control over the working conditions of Ms. Torres and Class Members.

4. Mr. Graham is, and at all relevant times was, an individual residing in Marin County, California. Additionally, Mr. Graham controlled the working conditions of Ms. Torres and Class Members. Ms. Torres and Class Members are informed and believe that Mr. Graham is high level employee or officer, director, and/or managing agent of PDS who influenced PDS's wage and hour policies, contributed to PDS's wage and hour violations, and exercised a high degree of control over the working conditions of Ms. Torres and Class Members.

Does

5. Ms. Torres is unaware of the true names and capacities of the defendants sued herein as Does 1 through 100, inclusive, and, therefore, sues these defendants by such fictitious names. Ms. Torres will amend this Complaint to allege the true names and capacities of such fictitiously named defendants when the same have been ascertained. Ms. Torres is informed and believes and, on that basis, alleges that each fictitiously named defendant is responsible in some manner for the occurrences alleged herein and that Ms. Torres's damages were proximately caused by their conduct.

Agency

6. Ms. Torres is informed and believes and, on that basis, alleges that, at all material times, each defendant was the agent, employee, partner, joint venture, co-conspirator, owner, principal, and employer of the remaining defendants, and is, and at all times herein mentioned was, acting within the course and scope of that agency, employment, partnership, conspiracy, ownership or joint venture. Ms. Torres is further informed and believes and, on that basis, alleges that the acts and conduct alleged herein were known to, and authorized, directed, and/or ratified by, the officers, directors, and managing agents of the business entity defendants.

Alter Ego—Between Individual and Entity

7. Ms. Torres is informed and believes and, on that basis, alleges that Mr. Kaufman: (a) dominated, controlled, and influenced PDS and its officers and directors; (b) PDS has been inadequately capitalized and used by Mr. Kaufman as a mere shell and instrumentality for the

transaction of Mr. Kaufman's personal business; (c) Mr. Kaufman has commingled corporate and personal funds, disregarded corporate formalities, and otherwise treated the assets of PDS as his own; (d) there is such a unity of interest and control between Mr. Kaufman and PDS that adherence to the fiction of the separate existence of PDS would promote injustice and sanction fraud; and (e) Mr. Kaufman holds substantial interest in PDS.

Personal Liability Under Labor Code Section 558.1

8. Ms. Torres is informed and believes and, on that basis, alleges that Mr. Kaufman and Mr. Graham were Ms. Torres's employer, or an owner, director, officer, or managing agent who was acting on behalf of Ms. Torres's employers, and violated, or caused violations, of provisions regulating minimum wages, hours, and days of work in the orders of the Industrial Welfare Commission and Labor Code sections 203, 226, 226.2, 226.7, 1193.6, 1194, and/or 2802. As such, Mr. Kaufman and Mr. Graham are personally liable for such violations under Labor Code section 558.1.

Individual Liability Under *Martinez v. Combs*

9. Ms. Torres is informed and believes and, on that basis, alleges that Mr. Kaufman and Mr. Graham, directly and/or indirectly, or through an agent or any other person, engaged, suffered, and/or permitted Ms. Torres to work and exercised control over Ms. Torres's wages, hours, or working conditions, such that Mr. Kaufman and Mr. Graham are personally liable for the wage and hour violations alleged herein under *Martinez v. Combs* (2010) 49 Cal.4th 35.

THE NATURE OF CLASS AND PAGA CLAIMS

Background on Defendants' Operations

10. PDS is a concert merchandise company that operates throughout California, supplying, staffing, and managing merchandise sales at live music and entertainment events. Defendants employ hundreds of non-exempt workers in California, who staff concert venues, set up and operate merchandise booths, manage inventory, process transactions, and conduct end-of-show financial settlements. Defendants' business model depends on long event-based workdays tied to concert schedules, often requiring employees to work extended shifts with little downtime.

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11. At all relevant times, Brett Kaufman and Chris Graham were officers, directors, and/or managing agents of PDS who exercised operational control over the company's labor practices. Kaufman and Graham were responsible for establishing and enforcing PDS's compensation structures, timekeeping practices, break policies, and payroll procedures. They exercised authority over scheduling, staffing levels, commission and tip pooling, overtime practices, expense reimbursement policies, and compliance (or non-compliance) with California wage and hour laws. They also had the authority to hire and fire employees, discipline employees, and modify compensation and work policies.

Background on Ms. Torres's Employment

12. Ms. Torres was employed by Defendants in California from approximately 2020 until her termination on October 21, 2025. During her employment, Ms. Torres worked as both a merchandise seller and a merchandise manager at live concert and event venues throughout the state. In these roles, Ms. Torres sold merchandise directly to customers, supervised other sellers, managed inventory and cash handling, coordinated with artist representatives, and performed end-of-show reconciliation and reporting duties.

13. Ms. Torres was classified as a non-exempt employee and paid under Defendants' hybrid compensation model, which combined a minimum wage floor with pooled commissions and pooled tips that were prorated based on hours worked. Ms. Torres regularly worked long shifts tied to event schedules, frequently working between 10 and 14 hours in a single day, and often working shifts exceeding 12 hours. Her work schedule varied week to week depending on events, but long workdays were routine.

14. During her employment, Ms. Torres personally experienced the wage and hour violations described below, including missed meal and rest breaks, underpayment of overtime premiums, inaccurate wage statements, unreimbursed business expenses, and unpaid wages upon separation.

Background on Defendants' Employment Practices Affecting Ms. Torres and Class Members

15. At all relevant times herein, Defendants maintained uniform, companywide employment practices that applied to Ms. Torres and Class Members. These practices

consistently resulted in violations of the California Labor Code and applicable Wage Orders.

16. Defendants compensated non-exempt employees through a pooled commission and tip structure layered on top of minimum wage. Commissions and tips were shared among employees based on reported hours worked, making accurate timekeeping essential. Despite this, Defendants failed to implement a reliable timekeeping system. Employees were required to use paper sign-in and sign-out sheets, which were subject to managerial manipulation, alteration, and falsification. Defendants did not maintain accurate records of hours worked, meal periods taken, or overtime hours, and employees had no meaningful ability to verify the accuracy of their recorded time.

17. Further, Defendants routinely scheduled employees for long event shifts, often exceeding eight, ten, and twelve hours in a day. Despite this, Defendants failed to authorize and permit legally compliant meal and rest periods. Employees were expected to remain available throughout events due to continuous customer flow, and Defendants did not provide relief coverage that would allow employees to take uninterrupted breaks. Management regularly instructed employees to record meal periods on timesheets that were not actually taken, concealing widespread break violations. Defendants also failed to pay meal and rest period premium wages when breaks were missed or non-compliant.

18. Defendants further failed to properly calculate overtime compensation. Although employees earned substantial non-discretionary commissions and tips, Defendants did not include these amounts in the regular rate of pay when calculating overtime and double time compensation. As a result, overtime wages were systematically underpaid across the workforce.

19. In addition, Defendants required employees to incur necessary business expenses (such as mileage for transporting equipment between venues and the purchase of supplies required to perform their job duties) without reimbursement. Defendants also failed to provide accurate, itemized wage statements reflecting hours worked, rates of pay, commissions, tips, and accrued benefits, and failed to provide meaningful paid sick leave or accurate notice of sick leave rights and accrual.

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20. These practices were not isolated incidents but were systemic, standardized, and uniformly applied to Class Members throughout California. The violations described below flowed directly from PDS's centralized policies and the actions of its officers, directors, and managing agents, including Kaufman and Graham.

Defendants' Failure to Pay Its Employees Earned Wages and Minimum Wages

21. At all relevant times herein, Defendants illegally required Ms. Torres and Class Members to work during periods when their hours were not being recorded, also known as "off-the-clock" work. During these periods, Ms. Torres and Class Members were not paid at least minimum wages.

22. Additionally, Defendants improperly reduced the amount of time recorded in the timesheets of Ms. Torres and Class Members by, among other things, improperly rounding down their hours and shaving minutes from their hours. The uncompensated time of Ms. Torres and Class Members was not de minimus and Defendants' rounding practice did not, over time, result in them being adequately compensated for all the time that they actually worked. During these periods, Ms. Torres and Class Members were not paid at least minimum wages.

23. Moreover, Defendants failed to pay Ms. Torres and Class Members overtime compensation, as explained below. During these periods, Ms. Torres and Class Members were not paid at least minimum wages.

24. Defendants did not maintain an accurate timekeeping system and had a pattern of requiring off-the-clock work or shaving hours from time records, resulting in uncompensated work hours. For example, Defendants used only a paper sign-in/sign-out sheet and had no reliable electronic time system. Management often manipulated or "tampered" with these paper timesheets (such as by adding hours for favored employees who did not actually work, or by removing hours from others) effectively causing some employees' recorded hours to be less than they truly worked. Because Defendants suffered or permitted employees to work beyond the recorded hours without pay, many hours went unpaid.

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Defendants' Failure to Pay Overtime Compensation

25. At all relevant times herein, Defendants failed to pay Ms. Torres and Class Members overtime compensation when they worked over 40 hours in one workweek or 8 hours in one workday. Specifically, the "off-the-clock" work of Ms. Torres and Class Members caused them to work overtime hours, for which they were not compensated. In addition, they were not paid overtime compensation on some occasions where their hours were reduced by, among other things, improper rounding or shaving practices.

26. Further, Defendants miscalculated the overtime rate by excluding commissions and non-discretionary tip earnings from the regular rate. In practice, Defendants paid overtime based only on the base hourly minimum wage, instead of the higher blended rate that included the commissions and tips that employees earned.

Defendants' Failure to Provide Meal Breaks

27. At all relevant times herein, Defendants did not provide Ms. Torres and Class Members with timely, duty-free, and uninterrupted meal periods of at least 30 minutes for each hour of work and failed to pay premium wages of one hour's pay in lieu of providing such meal periods.

28. Defendants failed to maintain a compliant meal break policy and failed to create conditions that relieved Ms. Torres and Class Members of all of their duties. Defendants undermined Ms. Torres and Class Members' meal break rights by discouraging and impeding them from taking breaks, pressuring them to perform their duties in ways that omit breaks, and encouraging them to skip their breaks.

29. In addition, on at least some occasions, Defendants scheduled no more than one employee at a time so as to prevent employees from covering one another's shifts during a break.

30. Defendants staffed and operated merchandise sales at concerts and live events in a manner that routinely required employees to work extended shifts (often 10 to 14 hours) during periods of continuous customer flow. In practice, employees were frequently required to remain on-duty throughout events without being relieved for a full 30-minute off-duty meal period. Rather than providing relief coverage or scheduling practices that would allow employees to take

timely, uninterrupted meal breaks, Defendants' operations commonly required employees to continue working through meal periods or to attempt to eat in short fragments during lulls while remaining on-duty. These conditions did not constitute legally compliant, duty-free meal periods. Employees also routinely worked shifts in excess of ten hours without being provided a second meal period.

31. Additionally, Defendants sought to conceal or paper over widespread meal period violations by directing employees to record meal periods on timesheets that were not actually taken. Ms. Torres and Class Members were instructed to write in a 30-minute meal period on paper timesheets even when no duty-free meal break occurred, and for shifts over ten hours, employees were at times instructed to record two meal periods despite not actually receiving them. This practice created inaccurate and misleading records purporting to show meal period compliance while employees in fact worked through meal periods.

Defendants' Failure to Provide Rest Breaks

32. At all relevant times herein, for at least some pay periods, Defendants paid Ms. Torres and Class Members commissions and/or credit card tips only. Defendants failed to pay Ms. Torres and Class Members separate compensation for rest periods during these pay periods. (*Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal.App.5th 98.)

33. Defendants failed to provide Ms. Torres and Class Members with timely, duty-free, and uninterrupted rest periods of at least 10 minutes net for each four hours of work or major fraction thereof, and failed to pay premium wages of one hour's pay in lieu of providing such rest periods.

34. Defendants failed to relinquish control over how Ms. Torres and Class Members spent their rest breaks. Defendants failed to maintain a compliant rest break policy and failed to create conditions that relieved Ms. Torres and Class Members of all of their duty during rest breaks. Defendants undermined Ms. Torres and Class Members' rest break rights by discouraging and impeding them from taking breaks, pressuring them to perform their duties in ways that omit breaks, and encouraging them to skip their breaks. When Ms. Torres and Class Members attempted to take a rest break, the rest breaks were, oftentimes, late, interrupted, cut

short, or on-duty.

35. Given the fast-paced event environment, Defendants did not schedule any 10-minute off-duty rest intervals. To the contrary, Ms. Torres and Class Members were expected to remain at the merchandise booth at all times to attend to customers; they could not simply step away for a break without leaving the booth unmanned. Defendants never affirmatively scheduled rest breaks; instead, the culture and directives discouraged taking any breaks. If there was a brief lull or someone needed to use the restroom, employees might take a quick bathroom trip, but these were not bona fide rest periods and often employees had to hurry back in case customers arrived. Essentially, Defendants kept Ms. Torres and Class Members on-duty and engaged throughout each shift, even during what should have been rest break windows.

Defendants' Failure to Provide Timely and Accurate Wage Statements

36. At all relevant times herein, Defendants knowingly and intentionally failed to provide Ms. Torres and Class Members with timely and accurate wage and hour statements. Ms. Torres and Class Members did not receive paystubs stating their true hours worked, nor was a system maintained by Defendants to properly account for their true hours worked.

37. Moreover, Defendants' wage statements often failed to list total hours worked. Without this information, employees were unable to determine whether they were paid for all hours worked or whether overtime and premium wages were properly calculated.

38. Defendants' wage statements also concealed underpayment of straight time and overtime wages, time shaving, and the failure to pay meal and rest period premiums. Moreover, the wage statements inaccurately stated the applicable overtime rate by listing a rate derived solely from the base hourly wage rather than the blended regular rate of pay required by law, which must include all non-discretionary commissions and tips earned during the pay period.

39. The wage statements also failed to accurately reflect accrued or available paid sick leave, further depriving employees of information required by law.

40. Defendants maintained a uniform practice of issuing wage statements that failed to include one or more of these required items, rendering the wage statements inaccurate, incomplete, and non-compliant with California law.

Defendants' Failure to Timely Provide Earned Wages Upon Separation

41. Defendants willfully failed to pay Ms. Torres and separated Class Members all earned wages immediately upon discharge or within 72 hours of resignation. Defendants failed to include multiple categories of earned compensation in their final pay.

42. In particular, Defendants did not pay meal and rest period premium wages that had accrued as a result of its failure to provide compliant meal and rest breaks. Defendants also failed to pay all earned straight time and overtime wages upon separation. As described above, Ms. Torres and Class Members performed off-the-clock work, worked overtime hours that were unpaid or underpaid, and were not compensated at the correct regular rate. None of these wage shortfalls were corrected or paid in final paychecks. In addition, Defendants failed to reimburse Ms. Torres and Class Members for necessary business expenses, including mileage, travel costs, and supplies, and did not provide reimbursement or indemnification for these amounts upon separation, even though such amounts constitute wages or compensation owed at termination.

Defendants' Failure to Reimburse Business Expenses

43. At all relevant times herein, Defendants required Ms. Torres and Class Members to incur work-related expenses without reimbursement. Defendants maintained companywide practices that shifted ordinary business expenses onto non-exempt employees rather than reimbursing them as required by law.

44. For example, as part of their job duties, Ms. Torres and Class Members were required to travel to and between concert and event venues, often transporting merchandise, equipment, and supplies using their personal vehicles. Defendants' event schedules frequently required travel between venues, yet Defendants did not reimburse employees for mileage, fuel, tolls, or vehicle wear-and-tear associated with this required travel.

45. Further, Ms. Torres and Class Members were required to purchase work-related supplies out of pocket in order to perform their job duties. These expenses included, but were not limited to, printer ink, laminating materials, signage supplies, office materials, and other items necessary to organize merchandise, display pricing, and conduct sales at events. Defendants did not provide these materials and did not reimburse employees for the cost of acquiring them.

Defendants' Failure to Provide Paid Sick Leave Benefits and Notices

46. Defendants failed to provide Ms. Torres and Class Members with paid sick leave, permit them to use accrued sick leave, and provide notice of sick leave rights and available balances. Defendants failed to provide written notice of sick leave rights at hire and failed to accurately or transparently communicate sick leave balances on wage statements or any other reliable means. Although Defendants' wage statements included a line item referencing sick leave accrual, this information was misleading and illusory, as Defendants did not maintain a functional policy that allowed employees to request, schedule, or use paid sick leave.

47. As a matter of practice, Ms. Torres and Class Members understood that if they did not work a scheduled event, they would not be paid, regardless of any purported sick leave balance reflected on paper. Defendants did not permit employees to take paid sick leave when ill and did not pay sick leave wages to employees who were unable to work due to illness or medical needs. Defendants' policies and practices therefore rendered sick leave unavailable in practice, even when balances appeared to accrue.

CLASS ACTION ALLEGATIONS

The Class

48. Ms. Torres brings this action individually and on behalf of all other similarly situated or aggrieved individuals ("Class Members") belonging to one or more of the following subclasses:

- **Unpaid Wages Subclass:** Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, performed work that was not recorded on Defendants' timekeeping records (because of off-the-clock work, time shaving, improper rounding, or other practice) and were not paid compensation for all hours worked, including minimum wage, straight time, and overtime.
- **Unlawful Overtime Policy Subclass:** Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, worked more than 8 hours in a

day, more than 40 hours in a week, and/or seven consecutive days, and were subject to Defendants' miscalculations that excluded commissions and non-discretionary tip earnings from the regular rate, thereby causing them to not receive proper overtime or double time compensation.

- **Unlawful First Meal Period Policy Subclass**: Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, were not paid a meal break premium for each day in which they worked more than 5 hours but did not receive a legally compliant meal break of at least 30 minutes within the first 5 hours of work.
- **Unlawful Second Meal Period Policy Subclass**: Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, were not paid a meal break premium for each day in which they worked more than 10 hours but did not receive a legally compliant second meal break of at least 30 minutes after 5 hours of work but on or before 10 hours of work.
- **Unlawful First and Second Rest Period Policy Subclass**: Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, were not paid a rest break premium for each day in which they did not receive a first rest break of at least 10 minutes after 3.5 hours of work but on or before 6 hours of work or a second rest break of at least 10 minutes after 6 hours of work but on or before 10 hours of work.
- **Unlawful Third Rest Period Policy Subclass**: Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, were not paid a rest break premium for each day in which they did not receive a rest break of at least 10 minutes after 10 hours of work but on or before 14 hours of work.

- **Separate Rest Period Compensation (*Vaquero*) Subclass**: Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, were compensated exclusively by commissions and other non-hourly earnings, and who were not separately paid at least the applicable minimum wage for paid rest periods.
- **Waiting Time Penalties Subclass**: Defendants' former California employees who, at any time from three years preceding the filing of the initial complaint in this action to the date of judgment, were not paid all wages owed immediately upon discharge or within 72 hours of resignation.
- **Wage Statement Subclass**: Defendants' current and former California employees who, at any time from one year preceding the filing of the initial complaint in this action to the date of judgment, did not receive timely and accurate wage statements in accordance with California Labor Code section 226.
- **Expense Reimbursement Subclass:** Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, incurred necessary business expenses in the course of their employment and were not reimbursed for those expenses.
- **Paid Sick Leave Subclass:** Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, were subject to Defendants' unlawful leave practices and were not permitted to accrue, use, or receive paid sick leave benefits.
- **Sick Leave Notice Subclass:** Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, were not provided accurate notice of paid sick leave rights and balances.

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49. Ms. Torres reserves the right to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

Numerosity

50. The Class Members are sufficiently numerous that joinder of each Class Member would be impracticable, and the disposition of their claims in a class action, rather than in numerous individual actions, will benefit the parties, the Court, and the interests of justice.

51. Accounting for employee turnover during the relevant time period necessarily increases this number. Defendants' employment records will provide information as to the number and location of all Class Members.

Typicality

52. Ms. Torres's claims are typical of the claims of other Class Members. Ms. Torres and other Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

Commonality

53. There is a well-defined community of interest in the questions of law and fact involving all Class Members in that Defendants treated Class Members uniformly. Common questions of law and fact predominate over questions that affect only individual Class Members.

Superiority

54. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Because individual joinder of all Class Members is impractical, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. The expenses and burdens of individual litigation would make it difficult or impossible for individual Class Members to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the

costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

Adequacy

55. Ms. Torres and her counsel will fairly and adequately protect the interests of other Class Members. Ms. Torres has no interests that are adverse to the interests of other Class Members.

FIRST CAUSE OF ACTION

Failure to Pay State Minimum Wage

(California Labor Code Sections 510, 1194, 1194.2, 1197, 1198; IWC Wage Order Nos. 4-2001 and 7-2001; IWC Minimum Wage Order No. MW-2025; Los Angeles, San Francisco, Oakland, and Santa Clara Minimum Wage Ordinances)

(By Ms. Torres, Individually and on Behalf of All Class Members, Against All Defendants and Does 1 Through 100)

56. Ms. Torres re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

57. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

58. Section 4 of Industrial Welfare Commission Wage Order Nos. 4-2001 and 7-2001 provides in pertinent part the following:

> 4. MINIMUM WAGES
> (A) Every employer shall pay to each employee wages not less than the following:
> (1) Any employer who employs 26 or more employees shall pay to each employee wages not less than the following:
> (a) Ten dollar and fifty cents ($10.50) per hour for all hours worked, effective January 1, 2017;
> (b) Eleven dollars ($11.00) per hour for all hours worked, effective January 1, 2018….

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59. California Labor Code section 1194 provides in pertinent part the following:

> 1194. (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

60. California Labor Code section 1194.2 provides in pertinent part the following:

> 1194.2. (a) In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

61. California Labor Code section 1197 provides in pertinent part the following:

> 1197. The minimum wage for employees fixed by the commission or any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

62. California Labor Code section 1198 provides in pertinent part the following:

> 1198. The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

63. California Minimum Wage Order MW-2025 states that, for labor performed from January 1, 2022 to December 31, 2022, for employers with 25 or fewer employees, the minimum wage is $14.00 per hour; and, for employers with 26 or more employees, the minimum wage is $15.00 per hour. For labor performed from January 1, 2023 to December 31, 2023, the minimum wage is $15.50 per hour. For labor performed from January 1, 2024 to December 31, 2024, the minimum wage is $16 per hour; and for labor performed from January 1, 2025 to December 31, 2025, the minimum wage is $16.50 per hour.

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64. In addition to the California minimum wage set forth in the Industrial Welfare Commission Wage Orders and Minimum Wage Orders, numerous cities and counties within California have enacted local minimum wage ordinances that establish minimum wage rates higher than the state minimum wage, including but not limited to, Los Angeles, San Francisco, Oakland, and Santa Clara. Where an employee performs work within a jurisdiction that has adopted a local minimum wage ordinance, the employer is required to pay the employee the applicable local minimum wage rate if it exceeds the state minimum wage. An employer's failure to pay the highest applicable minimum wage for all hours worked violates California Labor Code sections 1194, 1197, and 1198, applicable Industrial Welfare Commission Wage Orders, and the relevant local minimum wage ordinances.

65. At relevant times herein, PDS, Mr. Kaufman, and Mr. Graham intentionally failed to pay Ms. Torres and Class Members minimum wages required by law, including overtime compensation at the minimum wage rate.

66. Ms. Torres and Class Members are entitled to recover their earned wages at the minimum wage rate, interest thereon, and reasonable attorney fees and costs. Pursuant to Labor Code section 1194.2, Ms. Torres and Class Members are also entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

67. As a direct and proximate result of the aforementioned acts and omissions, Ms. Torres and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Compensation

(California Labor Code Sections 510, 1194, and 1198; IWC Wage Order Nos. 4-2001 and 7-2001)

(By Ms. Torres, Individually and on Behalf of All Class Members, Against All Defendants and Does 1 Through 100)

68. Ms. Torres re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

69. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

70. Section 3 of Industrial Welfare Commission Wage Order Nos. 4-2001 and 7-2001 provides in pertinent part the following:

> 3. HOURS AND DAYS OF WORK
> (A) Daily Overtime - General Provisions
> (1) … employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (11/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
> (a) One and one-half (11/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
> (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

71. California Labor Code section 510 provides in pertinent part the following:

> 510. (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee….

72. California Labor Code section 1194 provides in pertinent part the following:

> 1194. (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is

> entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

73. At relevant times herein, PDS, Mr. Kaufman, and Mr. Graham failed to pay Ms. Torres and Class Members overtime compensation in accordance with California law.

74. As a direct and proximate result of the aforementioned acts and omissions, Ms. Torres and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

<u>THIRD CAUSE OF ACTION</u>

Failure to Provide Meal Periods

(California Labor Code Sections 226.7, 512, and 1198; IWC Wage Order Nos. 4-2001 and 7-2001)

(By Ms. Torres, Individually and on Behalf of All Class Members, Against All Defendants and Does 1 Through 100)

75. Ms. Torres re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

76. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

77. Section 11 of Industrial Welfare Commission Wage Order Nos. 4-2001 and 7-2001 provides in pertinent part the following:

> 11. MEAL PERIODS
> (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes….
> (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

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///

78. California Labor Code section 512 provides in pertinent part the following:

> 512. (a) An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

79. California Labor Code section 226.7 provides in pertinent part the following:

> 226.7….(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

80. At relevant times herein, PDS, Mr. Kaufman, and Mr. Graham caused Ms. Torres and Class Members to work for periods of more than five hours without a meal period of at least 30 minutes.

81. Ms. Torres and Class Members were not paid an additional hour of pay at the regular rate of compensation in lieu of the mandated meal period required by the Labor Code.

82. As a direct and proximate result of the aforementioned acts and omissions, Ms. Torres and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

FOURTH CAUSE OF ACTION

Failure to Provide Rest Periods

(California Labor Code Sections 226.7 and 1198; IWC Wage Order Nos. 4-2001 and 7-2001)

///

(By Ms. Torres, Individually and on Behalf of All Class Members, Against All Defendants and Does 1 Through 100)

83. Ms. Torres re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

84. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

85. California Labor Code section 226.7 provides in pertinent part the following:

> 226.7….(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

86. Section 12 of Industrial Welfare Commission Wage Order Nos. 4-2001 and 7-2001 provides in pertinent part the following:

> 12. REST PERIODS
> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
> (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

87. At relevant times herein, PDS, Mr. Kaufman, and Mr. Graham caused Ms. Torres and Class Members to work for periods of more than four hours or major fraction thereof without rest periods of at least 10 minutes.

88. Ms. Torres and Class Members were not paid an additional hour of pay at the regular rate of compensation in lieu of the mandated rest period required by the Labor Code.

89. As a direct and proximate result of the aforementioned acts and omissions, Ms. Torres and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

FIFTH CAUSE OF ACTION

Failure to Furnish Timely and Accurate Wage Statements

(California Labor Code Sections 226. And 1198; IWC Wage Order Nos. 4-2001 and 7-2001)

(By Ms. Torres, Individually and on Behalf of All Class Members, Against All Defendants and Does 1 Through 100)

90. Ms. Torres re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

91. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

92. California Labor Code section 226 provides in pertinent part the following:

> 226. (a) Every employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee…an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer… and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee….
>
> …
>
> (e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an

> aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

93. Section 7 of Industrial Welfare Commission Wage Order Nos. 4-2001 and 7-2001 provides in pertinent part the following:

> 7. RECORDS
> …
> (B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item….

94. At relevant times herein, PDS, Mr. Kaufman, and Mr. Graham knowingly and intentionally failed to furnish Ms. Torres and Class Members with timely and compliant wage statements.

95. Pursuant to Labor Code section 226(e), Ms. Torres and Class Members are entitled to recover the greater of all actual damages or a statutory penalty equal to $50 for the initial pay period in which the wage statement violation occurred and $100 for each violation in a subsequent pay period, up to a total of $4,000.

96. As a direct and proximate result of the aforementioned acts and omissions, Ms. Torres and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

SIXTH CAUSE OF ACTION

Waiting Time Penalties

(California Labor Code Sections 201, 202, and 203)

(By Ms. Torres, Individually and on Behalf of All Class Members, Against All Defendants and Does 1 Through 100)

97. Ms. Torres re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

98. California Labor Code sections 201 through 203 provide in pertinent part the following:

> 201. (a) If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately….
> 202. (a) If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous 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…
> 203. (a) If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days….

99. At relevant times herein, PDS, Mr. Kaufman, and Mr. Graham willfully failed to pay Ms. Torres and Class Members who have separated from employment earned wages immediately upon discharge or within 72 hours of resignation.

100. Pursuant to Labor Code section 203(a), Ms. Torres and separated Class Members are entitled to a statutory penalty based on Ms. Torres and separated Class Members' daily wage rate starting from Ms. Torres and separated Class Members' employment end date until 30 days from Ms. Torres and separated Class Members' employment end date.

101. As a direct and proximate result of the aforementioned acts and omissions, Ms. Torres and separated Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

SEVENTH CAUSE OF ACTION

Failure to Indemnify for All Necessary Expenditures and Losses

(California Labor Code Section 2802)

(By Ms. Torres, Individually and on Behalf of All Class Members, Against All Defendants and Does 1 Through 100)

102. Ms. Torres re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

103. California Labor Code section 2802 provides in pertinent part the following:

> 2802. (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. …

104. At relevant times herein, PDS, Mr. Kaufman, and Mr. Graham failed to indemnify Ms. Torres and Class Members for all necessary expenditures and losses incurred in direct consequence of the discharge of Ms. Torres and Class Members' duties or of Ms. Torres and Class Members' obedience to PDS, Mr. Kaufman, and Mr. Graham's directions.

105. As a direct and proximate result of the aforementioned acts and omissions, Ms. Torres and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

EIGHTH CAUSE OF ACTION

Failure to Provide Paid Sick Leave Benefits and Notices

(California Labor Code Section 246 and 248.5)

(By Ms. Torres, Individually and on Behalf of All Class Members, Against All Defendants and Does 1 Through 100)

106. Ms. Torres re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

107. California Labor Code section 246 provides in pertinent part the following:

> 246. … (b) (1) An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section.
> …
> (3) An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period, and no less than 40 hours of accrued sick leave or paid time off by the 200th calendar day of employment or each calendar year, or in each 12-month period.
> …

> (c) An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.
> …
> (i) An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."
> …
> (j) An employer has no obligation under this section to allow an employee's total accrual of paid sick leave to exceed 80 hours or 10 days, provided that an employee's rights to accrue and use paid sick leave are not limited other than as allowed under this section.

108. California Labor Code section 248.5 provides in pertinent part the following:

> 248.5 … (f) In an administrative or civil action brought under this article, the Labor Commissioner or court, as the case may be, shall award interest on all amounts due and unpaid at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code.
> (g) The remedies, penalties, and procedures provided under this article are cumulative.

109. At relevant times herein, PDS, Mr. Kaufman, and Mr. Graham failed to provide paid sick leave to Ms. Torres and Class Members, permit them to use accrued sick leave, and provide notice of sick leave rights and available balances.

110. As a direct and proximate result of the aforementioned acts and omissions, Ms. Torres and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

NINTH CAUSE OF ACTION

Unfair Competition

(California Business & Professions Code Section 17200, et seq.)

(By Ms. Torres, Individually and on Behalf of All Class Members, Against Defendants and Does 1 Through 100)

111. Ms. Torres re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

112. Defendants' above violations constitute unfair business practices in violation of the UCL.

113. Ms. Torres and Class Members have suffered injury in fact and have lost money or property as a result of Defendants' unfair business practices, and Defendants have reaped unfair benefits and illegal profits at the expense of Ms. Torres and Class Members.

114. Ms. Torres and Class Members are thus entitled to declaratory and equitable relief, including, but not limited to, restitution of all amounts owing to Ms. Torres and Class Members.

TENTH CAUSE OF ACTION

Private Attorney General Act

(California Labor Code Section 2698, et seq.)

(By Ms. Torres, Individually and on Behalf of All Aggrieved Employees and the State of California, Against Defendants and Does 1 Through 100)

115. Ms. Torres re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

116. This cause of action is brought by Ms. Torres, as an aggrieved employee and a proxy of the State of California, pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq*. ("PAGA"), on behalf of herself and all other current and former non-exempt employees of Defendants who suffered one or more of the Labor Code violations described herein ("Aggrieved Employees").

117. On or about January 21, 2026, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and to Defendants of the specific provisions of the California Labor Code and applicable Wage Orders that Plaintiff alleges Defendants violated, as required by Labor Code section 2699.3. Plaintiff submitted notice electronically to the LWDA and served Defendants by certified mail, return receipt requested. More than sixty-five (65) calendar days have elapsed since the LWDA was provided notice, the LWDA has not notified the parties that it intends to investigate the alleged violations, and Plaintiff has therefore satisfied the exhaustion requirements of Labor Code section 2699.3. Therefore, Plaintiff is authorized to, and

hereby does, commence a civil action to recover civil penalties under PAGA against Defendants.

118. Defendants engaged in uniform, companywide employment practices that violated the California Labor Code and applicable Wage Orders with respect to Plaintiff and all other Aggrieved Employees. These practices were systemic, standardized, and applied throughout Defendants' California operations. The factual bases for each violation are set forth in the preceding allegations incorporated herein by reference, and are further described in the PAGA notice attached hereto as **Exhibit 1**, all of which are incorporated herein as if fully set forth.

119. Through the uniform policies and practices described herein, Defendants violated, and continue to violate, one or more provisions of the California Labor Code and applicable IWC Wage Orders with respect to Plaintiff and the Aggrieved Employees, including those violations alleged in the preceding causes of action, those identified in the PAGA notice attached hereto as **Exhibit 1**, and those set forth below:

- **Labor Code sections 201, 202, and 203** for Defendants' failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- **Labor Code section 204** for Defendants' failure to pay all earned wages within the time prescribed in subsections 204(a) and 204(b).
- **Labor Code section 206** for Defendants' failure to pay all undisputed wages.
- **Labor Code section 210** for Defendants' failure to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and/or 1197.5.
- **Labor Code section 221** for Defendants collecting and receiving owed wages.
- **Labor Code section 226** for Defendants' failure to provide timely and accurate wage statements.
- **Labor Code section 226.3** for Defendants' violation of Labor Code section 226(a).
- **Labor Code section 226.7** for Defendants' failure to provide proper rest periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the mandated rest period required under the Labor Code.
- **Labor Code sections 226.7 and 512** for Defendants' failure to provide proper meal periods and failure to provide an additional hour of pay at the regular rate of

compensation in lieu of the mandated meal period required under the Labor Code.

- **Labor Code sections 245, 246, 246.5, 247, 247.5, and 248.5** for Defendants' failure to comply with California's paid sick leave requirements.
- **Labor Code sections 510 and 1194** for Defendants' failure to pay overtime and double time compensation.
- **Labor Code sections 510, 1182.12, 1194, 1194.2, 1197, and 1197.1** for Defendants' failure to pay minimum wages, including overtime and double time compensation at the minimum wage rate.
- **Labor Code section 558** for Defendants violating, or causing to be violated, a section of the chapter of the Labor Code starting with Labor Code section 500, et seq. or any provision regulating hours and days of work in any order of the Industrial Welfare Commission.
- **Labor Code section 558.1** for Defendants violating, or causing to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, and violating, or causing to be violated, Sections 203, 226, 226.7, 1193.6, 1194, and/or 2802.
- **Labor Code section 1174** for Defendants' failure to maintain compliant employee and payroll records.
- **Labor Code section 1197.1** for Defendants paying, or causing to be paid, a wage less than the minimum wage.
- **Labor Code section 1198** for Defendants employing employees for longer hours than those fixed by the Industrial Welfare Commission or under conditions of labor prohibited by the Industrial Welfare Commission, including, <u>but not limited to</u>:
    - Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 3, requiring Defendants to pay overtime and double time compensation.
    - Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 4, requiring Defendants to pay minimum wages,

including overtime and double time compensation at the minimum wage rate.

- Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 4, requiring Defendants to pay one hour's pay at the minimum wage in addition to the minimum wage for that workday when an employee works a shift.
- Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 5, requiring Defendants to pay reporting time pay.
- Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 7, requiring Defendants to maintain accurate information with respect to each employee, provide employees with thorough and accurate itemized wage statements, and provide clocks within a reasonable distance from employees' work areas.
- Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 9, requiring Defendants to provide and maintain the uniforms, tools, and equipment it requires its employees to wear or use.
- Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 11, requiring Defendants to provide their employees with adequate meal periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.
- Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 12, requiring Defendants to provide their employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.
- Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 14, requiring Defendants to provide their employees with suitable seating.

///

- **Labor Code section 1199** for Defendants violating, or causing to be violated, the provisions of the order of the Industrial Welfare Commission.
- **Labor Code section 2802** for Defendants' failure to indemnify for all necessary business expenditures or losses.
- **Labor Code section 2810.5** for Defendants' failure to provide required written notice of employment terms.

120. Additional investigation and formal discovery may uncover additional violations of the California Labor Code and applicable Wage Orders, additional categories of harm suffered by Plaintiff and the Aggrieved Employees, and other individuals who were harmed by Defendants' conduct. Plaintiff will amend this Complaint and the PAGA notice with additional information and theories as they become known.

121. Plaintiff is informed and believes, and thereon alleges, that Defendants' violations were knowing, intentional, and willful, or in the alternative, were the result of Defendants' failure to implement lawful policies and practices despite being on notice of their obligations under California law. Defendants' violations were not the result of a good-faith dispute regarding the application of any law.

122. As a direct and proximate result of Defendants' violations, Plaintiff, the Aggrieved Employees, and the State of California have been damaged in an amount to be proven at trial.

WHEREFORE, Ms. Torres prays for judgment against Defendants as follows:

1. For compensatory damages, in an amount according to proof.
2. For all statutory and civil penalties authorized by law.
3. All civil penalties available under Labor Code section 2699, including the default civil penalties set forth in Labor Code section 2699(f) for violations without a specifically enumerated penalty, and all specifically prescribed civil penalties for each violation cited herein, per aggrieved employee per pay period.
4. For restitution of all wrongfully withheld amounts and disgorgement of all ill-gotten profits, in an amount according to proof.

5. For preliminary and permanent injunctive relief requiring Defendants to cease and desist from further unfair competition and to bring Defendants in compliance with the aforementioned laws.

6. For a declaratory judgment that practices complained of in this complaint are unlawful and violate California law.

7. For attorney fees and costs pursuant to all applicable provisions of law.

8. For costs of suit incurred herein.

9. For prejudgment interest.

10. For such other relief as the court may deem proper.

Dated: April 8, 2026

STONEBROOK LAW

By: ______________________

JOSEPH TOJARIEH
Attorney for Plaintiff
JENNIFER TORRES, individually and on behalf of all others similarly situated

DEMAND FOR JURY TRIAL

Ms. Torres demands a trial by jury.

Dated: April 8, 2026

STONEBROOK LAW

By: ______________________

JOSEPH TOJARIEH
Attorney for Plaintiff
JENNIFER TORRES, individually and on behalf of all others similarly situated

EXHIBIT 1

Stonebrook
LAW

10250 Constellation Boulevard, Suite 2300
Los Angeles, California 90067
Telephone: (310) 553-5533
Facsimile: (310) 553-5536
www.stonebrooklaw.com

Writer's Email Address:
jft@stonebrooklaw.com

Writer's Extension:
1001

January 21, 2026

Via electronic submission to

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via certified mail (return receipt requested) to

Print & Design Solutions, Inc.
Brett Kaufman, Agent for Service of Process
31111 Agoura Road, Suite 110
Westlake Village, CA 91361

Article number: 7017 3380 0000 4565 0973

Via certified mail (return receipt requested) to

Brett Kaufman
31111 Agoura Road, Suite 110
Westlake Village, CA 91361

Article number: 7017 3380 0000 4565 0966

Via certified mail (return receipt requested) to

Chris Graham
16 Arroyo Ave.
San Anselmo, CA 94960

Article number: 7017 3380 0000 4565 0959

Re: Violations of Labor Code Section 2699, *et seq*. – PAGA Claim Notice

To Whom It May Concern:

Please be advised that this office represents Jennifer Torres ("Plaintiff"). Pursuant to Labor Code section 2699.3, this letter serves as notice that Plaintiff, on behalf of herself and all other aggrieved employees, intends to seek civil penalties under the Private Attorneys General Act ("PAGA") (Labor Code §§ 2699, *et seq.*) against Print & Design Solutions, Inc. ("PDS"), Brett Kaufman, and Chris Graham (collectively, "Defendants") for violations of the California Labor Code and applicable Wage Orders, as set forth below.

Defendants' violations harmed Plaintiff, as well as Defendants' other current and former California non-exempt employees (the "Aggrieved Employees").

Additional investigation and formal discovery may uncover additional ways Plaintiff and Aggrieved Employees were harmed, additional damages they sustained, and other individuals who were harmed by Defendants' violations. Plaintiff, therefore, reserves the right to supplement this letter with additional information as they become known.

I. <u>Factual Background and Overview of Defendants' Practices</u>

The facts underlying Plaintiff's pursuit of civil penalties under PAGA are explained below.

a. Background on Defendants

PDS is a concert merchandise company that operates throughout California, supplying, staffing, and managing merchandise sales at live music and entertainment events. PDS employs hundreds of non-exempt workers in California, who staff concert venues, set up and operate merchandise booths, manage inventory, process transactions, and conduct end-of-show financial settlements. PDS's business model depends on long event-based workdays tied to concert schedules, often requiring employees to work extended shifts with little downtime.

At all relevant times, Brett Kaufman and Chris Graham were senior owners, officers, directors, and/or managing agents of PDS who exercised operational control over the company's labor practices. Kaufman and Graham were responsible for establishing and enforcing PDS's compensation structures, timekeeping practices, break policies, and payroll procedures. They exercised authority over scheduling, staffing levels, commission and tip pooling, overtime practices, expense reimbursement policies, and compliance (or non-compliance) with California wage and hour laws. They also had the authority to hire and fire employees, discipline employees, and modify compensation and work policies.

Kaufman and Graham qualify as "employers" under California law because they exercised control over wages, hours, and working conditions. Under *Martinez v. Combs* (2010) 49 Cal.4th 35, an employer includes any person or entity that (1) exercises control over wages, hours, or working conditions; (2) suffers or permits work to be performed; or (3) engages an employee. Kaufman and Graham satisfied all three prongs of this test. For example, they knowingly permitted and required employees to work long hours, dictated how employees were paid, controlled whether overtime and break premiums were paid, and maintained policies that resulted in systemic Labor Code violations.

In addition, Kaufman and Graham are individually liable under Labor Code section 558.1, which imposes personal liability on owners, officers, directors, and managing agents who cause or permit wage and hour violations. Kaufman and Graham caused and permitted the violations described in this notice by, among other things, implementing unlawful pay structures, failing to provide compliant breaks, failing to maintain accurate time and payroll records, and failing to reimburse business expenses, all while benefiting financially from those practices. Accordingly, Kaufman and Graham are proper PAGA defendants and are jointly and severally liable for civil penalties arising from violations of the Labor Code and applicable Wage Orders.

b. Background on Plaintiff's Employment

Plaintiff was employed by PDS in California from approximately 2020 until her termination in October 2025. During her employment, Plaintiff worked as both a merchandise seller and a merchandise manager at live concert and event venues throughout the state. In these roles, Plaintiff sold merchandise directly to customers, supervised other sellers, managed inventory and cash handling, coordinated with artist representatives, and performed end-of-show reconciliation and reporting duties.

Plaintiff was classified as a non-exempt employee and paid under PDS's hybrid compensation model, which combined a minimum wage floor with pooled commissions and pooled tips that were prorated based on hours worked. Plaintiff regularly worked long shifts tied to event schedules, frequently working between 10 and 14 hours in a single day, and often working shifts exceeding 12 hours. Her work schedule varied week to week depending on events, but long workdays were routine.

During her employment, Plaintiff personally experienced the wage and hour violations described below, including missed meal and rest breaks, underpayment of overtime premiums, inaccurate wage statements, unreimbursed business expenses, and unpaid wages upon separation.

c. Background on PDS's Employment Practices Affecting Plaintiff and Aggrieved Employees

Throughout the PAGA period, PDS maintained uniform, companywide employment practices that applied to Plaintiff and all other Aggrieved Employees. These practices consistently resulted in violations of the California Labor Code and applicable Wage Orders.

PDS compensated non-exempt employees through a pooled commission and tip structure layered on top of minimum wage. Commissions and tips were shared among employees based on reported hours worked, making accurate timekeeping essential. Despite this, PDS failed to implement a reliable timekeeping system. Employees were required to use paper sign-in and sign-out sheets, which were subject to managerial manipulation, alteration, and falsification. PDS did not maintain accurate records of hours worked, meal periods taken, or overtime hours, and employees had no meaningful ability to verify the accuracy of their recorded time.

PDS routinely scheduled employees for long event shifts, often exceeding eight, ten, and twelve hours in a day. Despite this, PDS failed to authorize and permit legally compliant meal and rest periods. Employees were expected to remain available throughout events due to continuous customer flow, and PDS did not provide relief coverage that would allow employees to take uninterrupted breaks. Management regularly instructed employees to record meal periods on timesheets that were not actually taken, concealing widespread break violations. PDS also failed to pay meal and rest period premium wages when breaks were missed or non-compliant.

PDS further failed to properly calculate overtime compensation. Although employees earned substantial non-discretionary commissions and tips, PDS did not include these amounts in the regular rate of pay when calculating overtime and double time compensation. As a result, overtime wages were systematically underpaid across the workforce.

In addition, PDS required employees to incur necessary business expenses (such as mileage for transporting equipment between venues and the purchase of supplies required to perform their job duties) without reimbursement. PDS also failed to provide accurate, itemized wage statements reflecting hours worked, rates of pay, commissions, tips, and accrued benefits, and failed to provide meaningful paid sick leave or accurate notice of sick leave rights and accrual.

These practices were not isolated incidents but were systemic, standardized, and uniformly applied to Aggrieved Employees throughout California. The violations described below flowed directly from PDS's centralized policies and the actions of its owners and managing agents, including Kaufman and Graham.

d. Failure to Pay Minimum and Straight-Time Wages for All Hours Worked (Lab. Code §§ 1194, 1197, 1197.1, 1198; IWC Wage Order Nos. 7-2001 and 4-2001)

California law mandates that employees be paid at least the applicable minimum wage for each hour worked. PDS violated Labor Code sections 1194, 1197, 1197.1, and 1198 by failing to pay Ms. Torres and other Aggrieved Employees for all hours they actually worked, thereby sometimes depriving them of minimum wage compensation. PDS did not maintain an accurate timekeeping system and had a pattern of requiring off-the-clock work or shaving hours from time records, resulting in uncompensated work hours. For example, PDS used only a paper sign-in/sign-out sheet and had no reliable electronic time system. Management often manipulated or "tampered" with these paper timesheets (such as by adding hours for favored employees who did not actually work, or by removing hours from others) effectively causing some employees' recorded hours to be less than they truly worked. Because PDS suffered or permitted employees to work beyond the recorded hours without pay, many hours went unpaid.

Pursuant to Labor Code section 1197.1, these minimum wage violations carry civil penalties, and under section 1194 aggrieved employees are entitled to recover all unpaid wages plus liquidated damages for each pay period in which they earned below minimum wage.

e. Failure to Pay Overtime Compensation (Lab. Code §§ 510, 1194, 1198; IWC Wage Order Nos. 7-2001 § 3 and 4-2001 § 3)

PDS also violated California's overtime laws by failing to properly compensate overtime hours at the required premium regular rate of pay. Ms. Torres and other employees routinely worked overtime, often in excess of 8 hours in a day and 40 hours in a week, and frequently beyond 12 hours in a single day during events. Under Labor Code section 510 and Wage Order Nos. 7-2001 section 3 and 4-2001 section 3, PDS was required to pay time-and-one-half the employee's regular rate of pay for all hours over 8 in a day or 40 in a week, and double the regular rate for hours over 12 in a day. PDS miscalculated the overtime rate by excluding commissions and non-discretionary tip earnings from the regular rate. In practice, PDS paid overtime based only on the base hourly minimum wage, instead of the higher blended rate that included the commissions and tips that employees earned.

Additionally, to the extent PDS shaved or failed to record overtime hours at all (as described above), those overtime hours went entirely unpaid. PDS had no lawful timekeeping or reconciliation system to ensure all overtime was captured and compensated. By failing to pay all overtime and double time wages at the correct rate when due, PDS violated Labor Code sections 510, 1194, and 1198, as well as the overtime provisions of Wage Order Nos. 7-2001 and 4-2001. These violations entitle Aggrieved Employees to recover unpaid overtime wages and applicable penalties.

f. Failure to Provide Legally Required Meal Periods (Lab. Code §§ 226.7, 512, 1198; IWC Wage Order Nos. 7-2001 § 11 and 4-2001 § 11)

California Labor Code section 512 and IWC Wage Order Nos. 7-2001 section 11 and 4-2001 section 11 require that employees who work more than five hours in a workday be provided a timely, duty-free meal period of at least 30 uninterrupted minutes, and that employees who work more than ten hours be provided a second duty-free meal period. PDS maintained policies and practices that willfully disregarded these requirements and systematically deprived non-exempt employees of compliant meal periods.

PDS staffed and operated merchandise sales at concerts and live events in a manner that routinely required employees to work extended shifts (often 10 to 14 hours) during periods of continuous customer flow. In practice, employees were frequently required to remain on-duty throughout events without being relieved for a full 30-minute off-duty meal period. Rather than providing relief coverage or scheduling practices that would allow employees to take timely, uninterrupted meal breaks, PDS's operations commonly required employees to continue working through meal periods or to attempt to eat in short fragments during lulls while remaining on-duty. These conditions did not constitute legally compliant, duty-free meal periods. Employees also routinely worked shifts in excess of ten hours without being provided a second meal period.

In addition, PDS's management sought to conceal or paper over widespread meal period violations by directing employees to record meal periods on timesheets that were not actually taken. Employees were instructed to write in a 30-minute meal period on paper timesheets even when no duty-free meal break occurred, and for shifts over ten hours, employees were at times instructed to record two meal periods despite not actually receiving them. This practice created inaccurate and misleading records purporting to show meal period compliance while employees in fact worked through meal periods.

PDS also failed to pay meal period premium wages required by law. Under Labor Code section 226.7(c) and Wage Order Nos. 7-2001 section 11(B) and 4-2001 section 11(B), when an employer fails to provide a compliant meal period, the employer must pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday a meal period is not provided. PDS maintained a uniform practice of not paying meal period premiums, even when meal periods were missed, late, shortened, interrupted, or not duty-free.

By failing to provide timely and duty-free meal periods, by requiring employees to work through meal periods, by instructing employees to misreport meal periods on time records, and by failing to pay meal period premiums, PDS violated Labor Code sections 512 and 226.7 and the meal period requirements of IWC Wage Order Nos. 7-2001 and 4-2001. These violations give rise to civil penalties under PAGA for each aggrieved employee and for each workday and pay period in which compliant meal periods were not provided and/or premium pay was not paid.

g. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7, 1198; IWC Wage Order Nos.7-2001 § 12 and 4-2001 § 12)

Labor Code section 226.7 and Wage Order Nos. 7-2001 section 12 and 4-2001 section 12 require that non-exempt employees be authorized and permitted to take a net 10-minute rest period for every 4 hours worked (or major fraction thereof), with rest periods ideally in the middle of each work period. PDS likewise failed to provide compliant rest breaks to Plaintiff and other Aggrieved Employees. Given the fast-paced event environment, PDS did not schedule any 10-minute off-duty rest intervals. To the contrary, employees were expected to remain at the merchandise booth at all times to attend to customers; they could not simply step away for a break without leaving the booth unmanned. PDS's management never affirmatively scheduled rest breaks; instead, the culture and directives discouraged taking any breaks. If there was a brief lull or someone needed to use the restroom, employees might take a quick bathroom trip, but these were not bona fide rest periods and often employees had to hurry back in case customers arrived. Essentially, PDS kept its staff on-duty and engaged throughout each shift, even during what should have been rest break windows.

Further, on the many days that Plaintiff and Aggrieved Employees worked over 10 hours, PDS did not provide a third rest break as required. As with the meal breaks, PDS also did not pay the mandatory one-hour premium for missed rest periods (Lab. Code § 226.7(c)). By failing to authorize and permit 10-minute rest periods and failing to pay premiums in lieu thereof, PDS violated Labor Code sections 226.7 and 1198 and Wage Order Nos. 7-2001 section 12 and 4-2001 section 12. Aggrieved employees are entitled to one hour of pay at the regular rate for each workday a rest break was not provided, and PDS is subject to civil penalties for these ongoing rest period violations.

h. Failure to Furnish Accurate Itemized Wage Statements (Lab. Code § 226; IWC Wage Order Nos. 7-2001 § 3 and 4-2001 § 7(B))

PDS failed to provide aggrieved employees with accurate and compliant itemized wage statements as required by California Labor Code section 226 and IWC Wage Order Nos. 7-2001 and 4-2001. Labor Code section 226(a) requires that, for each pay period, employees receive a written wage statement containing, at a minimum: (1) gross wages earned; (2) total hours worked (except for properly exempt employees); (3) all applicable hourly rates in effect during the pay period and the number of hours worked at each rate; (4) net wages earned; (5) all deductions; (6) the inclusive dates of the pay period; (7) the employee's name and identifying information; and (8) the employer's legal name and address. PDS maintained a uniform practice of issuing wage statements that failed to include one or more of these required items, rendering the wage statements inaccurate, incomplete, and non-compliant with California law.

Notably, wage statements often failed to list total hours worked. Without this information, employees were unable to determine whether they were paid for all hours worked or whether overtime and premium wages were properly calculated. PDS's wage statements also concealed underpayment of straight time and overtime wages, time shaving, and the failure to pay meal and rest period premiums. Moreover, the wage statements inaccurately stated the applicable overtime rate by listing a rate derived solely from the base hourly wage rather than the blended regular rate of pay required by law, which must include all non-discretionary commissions and tips earned during the pay period. The wage statements also failed to accurately reflect accrued or available paid sick leave, further depriving employees of information required by law.

As a result of these practices, Aggrieved Employees were unable to reasonably and promptly determine whether PDS had complied with California wage and hour laws, frustrating the transparency and accountability purposes of Labor Code section 226. By failing to furnish accurate, complete itemized wage statements that contained all required information, PDS violated Labor Code section 226(a) and Wage Order Nos. 7-2001 section 7(B) and 4-2001 section 7(B).

Each pay period in which PDS issued a non-compliant wage statement constitutes a separate violation. These violations give rise to statutory penalties under Labor Code section 226(e) for Aggrieved Employees and civil penalties under Labor Code section 226.3 recoverable through PAGA.

i. Failure to Maintain Required Payroll Records (Lab. Code §§ 1174(d), 1198; IWC Wage Order Nos. 7-2001 § 7(A) and 4-2001, § 7(A))

Labor Code section 1174(d) and Wage Order Nos. 7-2001 section 7(A) and 4-2001 section 7(A)) requires employers to keep accurate records of hours worked and wages paid to employees for at least three years. PDS failed to maintain accurate time and payroll records in multiple respects. As noted, PDS's timekeeping was haphazard and unreliable. Hours were recorded only on paper timesheets, and those were often inaccurate. The records did not faithfully show the actual time employees began and ended each work period. Instead, PDS's managers regularly instructed employees to fill in false information, such as inserting meal periods that never occurred. This resulted in official records that portrayed compliance on paper while concealing the reality of missed breaks and longer work hours.

By failing to record all hours worked (including overtime hours and hours during which no breaks were taken) and by failing to maintain truthful, accurate time records, PDS violated Labor Code section 1174(d) and the recordkeeping obligations of Wage Order Nos. 7-2001 and 4-2001. Each failure to keep required records is a separate violation subject to civil penalties. Moreover, PDS's failure to keep accurate records facilitated the wage statement and wage payment violations described herein, as employees had no reliable accounting of their own hours. Under Labor Code section 1174.5, PDS is subject to a civil penalty for failing to maintain required records, and these recordkeeping failures also constitute a violation of section 1198 (for failing to comply with the Labor Code and wage order provisions), enforceable under PAGA.

j. Failure to Reimburse Business Expenses (Lab. Code § 2802)

PDS required Aggrieved Employees to incur work-related expenses without reimbursement, in violation of California Labor Code section 2802. Section 2802 requires employers to indemnify employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their job duties. PDS maintained companywide practices that shifted ordinary business expenses onto non-exempt employees rather than reimbursing them as required by law.

For example, as part of their job duties, Aggrieved Employees were required to travel to and between concert and event venues, often transporting merchandise, equipment, and supplies using their personal vehicles. PDS's event schedules frequently required travel between venues, yet PDS did not reimburse employees for mileage, fuel, tolls, or vehicle wear-and-tear associated with this required travel.

In addition, Aggrieved Employees were required to purchase work-related supplies out of pocket in order to perform their job duties. These expenses included, but were not limited to, printer ink, laminating materials, signage supplies, office materials, and other items necessary to organize merchandise, display pricing, and conduct sales at events. PDS did not provide these materials and did not reimburse employees for the cost of acquiring them.

California law requires employers to reimburse employees for necessary mileage, tools, equipment, and supplies required to perform their work (Lab. Code § 2802; IWC Wage Order Nos. 7-2001, § 9(B) and 4-2001, § 9(B)). PDS's failure to reimburse these necessary business expenses resulted in an unlawful reduction of employees' net wages and constituted an impermissible shifting of PDS's operating costs onto its workforce. By failing to indemnify Aggrieved Employees for necessary expenditures incurred in the course of their employment, PDS violated Labor Code section 2802.

Aggrieved Employees are entitled to reimbursement of all such expenses with interest, and PDS is subject to civil penalties under PAGA for each pay period in which it failed to comply with its statutory reimbursement obligations.

k. Failure to Provide Paid Sick Leave Benefits and Notices (Lab. Code §§ 246, 248.5)

California's Healthy Workplaces, Healthy Families Act (Labor Code sections 245–249) requires employers to provide paid sick leave to employees, permit employees to use accrued sick leave, and provide notice of sick leave rights and available balances. PDS failed to comply with these statutory requirements.

PDS failed to provide written notice of sick leave rights at hire and failed to accurately or transparently communicate sick leave balances on wage statements or through any other reliable means. Although PDS wage statements included a line item referencing sick leave accrual, this information was misleading and illusory, as PDS did not maintain a functional policy or mechanism that allowed employees to request, schedule, or use paid sick leave.

As a matter of practice, Aggrieved Employees understood that if they did not work a scheduled event, they would not be paid, regardless of any purported sick leave balance reflected on paper. PDS did not permit employees to take paid sick leave when ill and did not pay sick leave wages to employees who were unable to work due to illness or medical needs. PDS's policies and practices therefore rendered sick leave unavailable in practice, even when balances appeared to accrue.

By failing to advise employees of their sick leave rights, failing to provide accurate notice of available sick leave, and failing to permit or pay the use of accrued sick leave, PDS violated Labor Code section 246 and related provisions of the Healthy Workplaces, Healthy Families Act. These violations give rise to civil penalties under Labor Code section 248.5, recoverable through PAGA, for each Aggrieved Employee and each pay period in which PDS failed to comply with its paid sick leave obligations.

l. Failure to Pay All Wages Due Upon Separation (Lab. Code §§ 201–203)

California Labor Code sections 201 and 202 require employers to timely pay all wages earned and unpaid at the time of separation. Section 201 requires immediate payment of all final wages upon involuntary termination, and section 202 requires payment within 72 hours of separation when an employee resigns without notice. PDS failed to comply with these requirements and maintained practices that resulted in Aggrieved Employees not receiving all wages owed at the time of separation.

When Aggrieved Employees, including Plaintiff, separated from employment, PDS failed to include multiple categories of earned compensation in their final pay. In particular, PDS did not pay meal and rest period premium wages that had accrued as a result of its failure to provide compliant meal and rest breaks. Under California law, each missed or non-compliant meal or rest period entitles an employee to one additional hour of pay at the employee's regular rate.

PDS also failed to pay all earned straight time and overtime wages upon separation. As described above, Aggrieved Employees performed off-the-clock work, worked overtime hours that were unpaid or underpaid, and were not compensated at the correct regular rate. None of these wage shortfalls were corrected or paid in final paychecks. In addition, PDS failed to reimburse Aggrieved Employees for necessary business expenses, including mileage, travel costs, and supplies, and did not provide reimbursement or indemnification for these amounts upon separation, even though such amounts constitute wages or compensation owed at termination.

As a result, Aggrieved Employees' final wages were substantially deficient and did not include all compensation earned and owed during employment, including regular wages, overtime premiums, meal and rest period premiums, and unreimbursed business expenses.

Because PDS willfully failed to pay all wages due at the time of separation, it is liable under Labor Code section 203 for waiting time penalties. Under section 203, an employee's wages continue as a penalty for up to 30 days when an employer willfully fails to pay all wages owed at separation. PDS's failure to timely and fully pay final wages subjects it to waiting time penalties owed to each Aggrieved Employee who separated from employment without receiving all wages due.

These practices violate Labor Code sections 201, 202, and 203 and give rise to civil penalties recoverable through PAGA for each Aggrieved Employee affected by PDS's unlawful final pay practices.

m. Failure to Provide Required Written Notice of Employment Terms (Lab. Code § 2810.5)

Labor Code section 2810.5 (the "Wage Theft Protection Act of 2011") requires employers to provide non-exempt employees, at the time of hire, with a written notice containing specific information about the terms and conditions of employment. This notice must include, among other things, the employer's legal name and address, the rate or rates of pay and the basis on which wages are paid (including hourly, salary, commission, or piece rate), overtime eligibility, allowances claimed as part of the minimum wage, paid sick leave information, the regular payday, and the name and address of the employer's workers' compensation carrier. The statute further requires employers to provide updated written notices within seven days whenever any of this information changes.

PDS failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. Plaintiff and Aggrieved Employees were not provided with accurate or complete written notices reflecting the actual terms under which they performed work for PDS.

Defendants also failed to issue updated written notices when material changes occurred, including changes in compensation structure. As a result, Plaintiff and Aggrieved Employees were deprived of clear and accurate notice of their wages and statutory rights.

These failures constitute violations of Labor Code section 2810.5 and give rise to civil penalties recoverable under PAGA.

n. Violations of Applicable Wage Order Nos. 7-2001 and 4-2001 Provisions

The Industrial Welfare Commission's Wage Order Nos. 7-2001 (Mercantile Industry) and/or 4-2001 (Professional, Technical, Clerical, Mechanical and Similar Occupations) applies to Plaintiff and Aggrieved Employees. NYL's conduct described above violated multiple provisions of Wage Order Nos. 7-2001 and 4-2001, each of which independently creates obligations on the employer. These Wage Order provisions have the force of law, and a violation of the Wage Order is actionable via Labor Code sections 1198 and 1199, and/or via PAGA directly. The applicable provisions of Wage Order 4 that NYL violated include, but are not limited to, the following:

- <u>Section 3 (Hours and Days of Work: Overtime)</u> – Wage Order Nos. 7-2001 section 3 and 4-2001 section 3 requires that employees be paid overtime (at 1.5x or 2x) for hours over the daily and weekly limits. As described above, PDS failed to properly pay overtime compensation, including by failing to calculate overtime using the blended regular rate of pay that includes non-discretionary commissions and tips, in violation of Section 3.

- <u>Section 4 (Minimum Wages)</u> – Wage Order Nos. 7-2001 section 4 and 4-2001 section 4 requires payment of at least the minimum wage for all hours worked, and in some circumstances mandates reporting time pay and certain minimum daily pay for split shifts. PDS failed to pay Aggrieved Employees for all hours worked and failed to ensure that all hours were compensated at no less than the minimum wage, thereby violating Section 4. In addition, to the extent Aggrieved Employees were required to work split shifts or otherwise break their workday, PDS failed to pay the additional compensation required under Section 4(D).

- <u>Section 7 (Records / Timekeeping / Wage Statements)</u> – Wage Order Nos. 7-2001 section 7 and 4-2001 section 7 requires employers to keep accurate time records, including when employees begin and end each work period, meal period, etc., and also to provide itemized wage statements and to keep payroll records. As described above, PDS failed to maintain accurate timekeeping and payroll records and failed to provide compliant wage statements, in violation of Section 7. PDS also failed to implement a reliable timekeeping system to accurately record employees' work hours.

- <u>Section 11 (Meal Periods)</u> – Wage Order Nos. 7-2001 section 11 and 4-2001 section 11 reiterates the requirement for meal periods (mirroring Labor Code 512) and specifies the conditions for a first and second meal period. PDS failed to provide timely and duty-free meal periods and failed to pay meal period premium wages when meal periods were missed or non-compliant, in violation of Section 11.

- <u>Section 12 (Rest Periods)</u> – Wage Order Nos. 7-2001 section 12 and 4-2001 section 12 requires a paid 10-minute rest period per 4 hours or major fraction, and a second rest after 6 hours if over 10 hours total, etc. PDS failed to authorize and permit required rest periods and failed to pay rest period premium wages when rest periods were not provided, in violation of Section 12.

- Section 14 (Seats) – Wage Order Nos. 7-2001 section 14 and 4 section 14 requires employers to provide suitable seating to employees when the nature of the work reasonably permits the use of seats, and to provide seats for employees when not engaged in active duties if the work requires standing. PDS violated this requirement. Plaintiff and Aggrieved Employees regularly performed merchandise sales and management duties at concert and event venues that reasonably permitted the use of seating, including operating point-of-sale systems, handling cash and credit card transactions, managing inventory, and performing administrative and supervisory tasks at merchandise booths. Despite this, PDS failed to provide suitable seating at venues and routinely required employees to stand for prolonged periods during long shifts. In many instances, seating was not provided at all, and employees who wished to sit during permissible periods were forced to bring their own foldable chairs or stools to work. PDS also failed to provide seating for employees during lulls in customer activity. By failing to provide suitable seating, PDS violated Section 14.

In summary, PDS's practices violated Wage Order Nos. 7-2001 section 7 and 4-2001 in all the above respects. Labor Code section 1198 declares it unlawful to employ employees under conditions that violate the Wage Order, and section 1199 provides for penalties for any such violations. The same facts that establish Labor Code violations (overtime, min wage, breaks, etc.) also establish the Wage Order violations, and vice versa. Plaintiff and each Aggrieved Employee is entitled to recover civil penalties for each pay period in which PDS violated a Wage Order provision affecting them.

II. Labor Code and Wage Order Violations Giving Rise to PAGA Penalties

Plaintiff, on behalf of himself and Aggrieved Employees, intends to pursue civil penalties under PAGA against Defendants for violations of the following California laws, including those previously described above:

- **Labor Code sections 201, 202, and 203** for Defendants' failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- **Labor Code section 204** for Defendants' failure to pay all earned wages within the time prescribed in subsections 204(a) and 204(b).
- **Labor Code section 206** for Defendants' failure to pay all undisputed wages.
- **Labor Code section 210** for Defendants' failure to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and/or 1197.5.
- **Labor Code section 221** for Defendants collecting and receiving owed wages.
- **Labor Code section 226** for Defendants' failure to provide timely and accurate wage statements.
- **Labor Code section 226.3** for Defendants' violation of Labor Code section 226(a).

- **Labor Code section 226.7** for Defendants' failure to provide proper rest periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the mandated rest period required under the Labor Code.

- **Labor Code sections 226.7 and 512** for Defendants' failure to provide proper meal periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the mandated meal period required under the Labor Code.

- **Labor Code sections 245, 246, 246.5, 247, 247.5, and 248.5** for Defendants' failure to comply with California's paid sick leave requirements.

- **Labor Code sections 510 and 1194** for Defendants' failure to pay overtime and double time compensation.

- **Labor Code sections 510, 1182.12, 1194, 1194.2, 1197, and 1197.1** for Defendants' failure to pay minimum wages, including overtime and double time compensation at the minimum wage rate.

- **Labor Code section 558** for Defendants violating, or causing to be violated, a section of the chapter of the Labor Code starting with Labor Code section 500, et seq. or any provision regulating hours and days of work in any order of the Industrial Welfare Commission.

- **Labor Code section 558.1** for Defendants violating, or causing to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, and violating, or causing to be violated, Sections 203, 226, 226.7, 1193.6, 1194, and/or 2802.

- **Labor Code section 1174** for Defendants' failure to maintain compliant employee and payroll records.

- **Labor Code section 1197.1** for Defendants paying, or causing to be paid, a wage less than the minimum wage.

- **Labor Code section 1198** for Defendants employing employees for longer hours than those fixed by the Industrial Welfare Commission or under conditions of labor prohibited by the Industrial Welfare Commission, including, <u>but not limited to</u>:

    - **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 3**, requiring Defendants to pay overtime and double time compensation.

    - **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 4**, requiring Defendants to pay minimum wages, including overtime and double time compensation at the minimum wage rate.

  - **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 4**, requiring Defendants to pay one hour's pay at the minimum wage in addition to the minimum wage for that workday when an employee works a shift.

  - **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 5**, requiring Defendants to pay reporting time pay.

  - **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 7**, requiring Defendants to maintain accurate information with respect to each employee, provide employees with thorough and accurate itemized wage statements, and provide clocks within a reasonable distance from employees' work areas.

  - **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 9**, requiring Defendants to provide and maintain the uniforms, tools, and equipment it requires its employees to wear or use.

  - **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 11**, requiring Defendants to provide their employees with adequate meal periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.

  - **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 12**, requiring Defendants to provide their employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.

  - **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 14**, requiring Defendants to provide their employees with suitable seating.

- **Labor Code section 1199** for Defendants violating, or causing to be violated, the provisions of the order of the Industrial Welfare Commission.

- **Labor Code section 2802** for Defendants' failure to indemnify for all necessary business expenditures or losses.

- **Labor Code section 2810.5** for Defendants' failure to provide required written notice of employment terms.

III. <u>Conclusion and Intent to Pursue PAGA Remedies</u>

Please be advised that this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code sections 2699, *et seq*. It is the intention of this office to bring the appropriate claims under Labor Code section 2699, *et seq*., should your office not address these matters within the proscribed time.

If you require any additional facts or theories to support Plaintiff's allegations, please do not hesitate to contact our office. We believe, however, that this letter provides sufficient basis for the alleged violations. Further, Plaintiff is willing to engage in reasonable settlement discussions before filing a civil action. By way of this letter, Plaintiff is providing Defendants an opportunity to settle this dispute.

This notice is written without prejudice to any of Plaintiff's or the Aggrieved Employees' rights or remedies, all of which are expressly reserved. Nothing in this letter should be construed as a waiver or limitation of any kind on their entitlement to full relief under the law. Further, the facts and circumstances described above are not an exhaustive recitation; additional supporting evidence and legal contentions may be presented as appropriate in the course of litigation.

Very truly yours,

Very truly yours,

STONEBROOK LAW

JOSEPH TOJARIEH

cc: Janet S. Soultanian, Esq. (via electronic mail)
Richard S. Rosenberg, Esq.(via electronic mail)

PROOF OF SERVICE

I am a resident of, or employed in, the County of Los Angeles. I am over the age of 18 and not a party to this action. My business name and address is Stonebrook Law, 10250 Constellation Boulevard, Suite 2300, Los Angeles, California 90067.

On April 8, 2026, I served the document(s) entitled **FIRST AMENDED COMPLAINT** on the parties listed in the attached Service List by the following method(s):

☐ **U.S. MAIL.** By enclosing the above document(s) in a sealed envelope, with postage fully prepaid, addressed as per the attached Service List, for collection and mailing from my above business address. I am readily familiar with my firm's practice of collection and processing correspondence for mailing. Under that practice, the document is deposited with the U.S. Postal Service on the same day as it is collected and processed for mailing in the ordinary course of business.

☐ **OVERNIGHT DELIVERY.** By delivering the above document(s) in a sealed envelope designated by the express service carrier, with delivery fees paid, addressed as per the attached Service List, to a facility regularly maintained by the express service carrier or to a courier authorized by the express service carrier to receive documents.

☐ **PERSONAL SERVICE.** By personally delivering the above document(s) to the:
- ☐ **person(s) identified** on the attached Service List.
- ☐ **person(s) in charge** at the office address(es) listed on the attached Service List or, if no one is in charge, leaving the document(s) in a conspicuous place in the office(s).
- ☐ **person(s) of suitable age and discretion who reside(s)** at the address(es) listed on the attached Service List.

☒ **ELECTRONIC SERVICE.** Pursuant to agreement by the parties, by electronically transmitting the above document(s) via:
- ☒ **electronic mail** to the person(s) at the electronic mail address(es) listed on the attached Service List. To my knowledge, the transmission was completed without error.
- ☐ **an electronic filing service provider**, named LexisNexis File & ServeXpress, to the person(s) listed on the attached Service List. To my knowledge, the transmission was completed without error. (See Cal. R. Ct. R. 2.253, 2.255, 2.260.)

☐ **FACSIMILE.** Pursuant to agreement by the parties, by transmitting the above document(s) to the facsimile machine telephone number(s) listed in the attached Service List.

Executed on April 8, 2026 at Los Angeles, California.

☒ **STATE.** I declare under penalty of perjury and under the laws of California and the United States of America that the foregoing is true and correct.

☐ **FEDERAL.** I declare that I am employed in the office of a member of the Bar of this court at whose discretion the service was made. I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Joseph Tojarieh

SERVICE LIST

NAME/CONTACT INFORMATION	METHOD(S) OF SERVICE
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