COHELAN KHOURY & SINGER
Isam C. Khoury (SBN 58759)
ikhoury@ckslaw.com
Rosemary C. Khoury (SBN 331307)
rkhoury@ckslaw.com
605 C Street, Suite 200
San Diego, CA 92101
Telephone: (619) 595-3001/Facsimile: (619) 595-3000

UNITED EMPLOYEES LAW GROUP, P.C.
Walter L. Haines (SBN 71075)
whaines@uelglaw.com
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047/Facsimile: (562) 256-1006

Attorneys for Plaintiff Jason Hockenbery, on behalf of himself and all others similarly situated and aggrieved

E-FILED
4/22/2026 3:33 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
26CV492486
Reviewed By: S. Uy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

26CV492486

JASON HOCKENBERY, on behalf of himself and all others similarly situated and aggrieved, Plaintiff, v. SYSTEM RESOURCES TELECOM, INC., a Louisiana Corporation; SYSTEM RESOURCES TELECOM, L.L.C. dba SRI Telecom LLC, a Louisiana Limited Liability Company; and DOES 1 Through 10, inclusive, Defendants.	Case No. **CLASS AND REPRESENTATIVE ACTION COMPLAINT** **1. FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES (Lab. Code §§ 510, 1194, 1194.2, 1197, and 1197.1 and Applicable IWC Wage Order(s), §§ 3 and 4)** **2. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Lab. Code § 226)** **3. FAILURE TO REIMBURSE BUSINESS RELATED EXPENSES (Labor Code §§ 2802, 2804)** **4. KNOWINGLY FALSE REPRESENTATIONS (Lab. Code § 970)** **5. VIOLATIONS OF THE UNFAIR COMPETITION LAW (Bus. & Prof. Code §§ 17200, *et seq*.)** **6. PAGA CIVIL PENALTIES FOR FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES (Lab. Code §§ 2699, *et seq*.)**

7. PAGA CIVIL PENALTIES FOR FALSE REPRESENTATIONS (Lab. Code §§ 2699, *et seq*.)

8. PAGA CIVIL PENALTIES FOR FAILURE TO MAINTAIN ACCURATE RECORDS (Lab. Code §§ 2699, *et seq*.)

DEMAND FOR JURY TRIAL

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

NATURE OF CLAIM

1. Plaintiff JASON HOCKENBERY ("Plaintiff") brings this action against Defendants SYSTEM RESOURCES TELECOM, INC., a Louisiana Corporation; SYSTEM RESOURCES TELECOM, L.L.C. dba SRI Telecom LLC, a Louisiana Limited Liability Company; and Does 1 through 10 (collectively, "Defendants") on behalf of himself and a proposed Class of all California-based non-exempt employees of Defendants ("Class Members") for unlawful employment policies that denied, and continue to deny, Class Members the wages and benefits to which they are entitled.

2. Plaintiff, on behalf of himself and all Class Members, brings this action pursuant to Labor Code sections 226, 510, 970, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; sections 2, 3, 4, 7, and 9 of Industrial Welfare Commission ("IWC") Wage Order 4-2001; and Business and Professions Code sections 17200, *et seq.*, seeking unpaid wages, liquidated damages, equitable relief, prejudgment interest, reasonable attorneys' fees and costs, and any other relief this Court deems proper.

3. Plaintiff also brings this representative action under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698, *et seq*., on behalf of himself and all other aggrieved employees for Defendants' failure to: pay minimum, regular, and overtime wages; reimburse business-related expenses; and maintain accurate records; and for knowingly making false representations.

4. Plaintiff gave written notice of these claims to the California Labor and Workforce Development Agency ("LWDA") on January 16, 2026 per Labor Code section 2699.3, and there has been no LWDA intervention within 65 days of this notice. Plaintiff seeks civil penalties under the PAGA as a representative of the State of California and has standing as an aggrieved employee. Plaintiff seeks to represent all Defendants' non-exempt employees in the State of California who suffered one or more of the violations alleged ("aggrieved employees") during the "PAGA Period" (which is defined as any time from one year and 65 days prior to the commencement of this action until the commencement of trial in the matter). Labor Code §§ 2698, *et seq*., 2699.3(a)(2)(C).

PARTIES

5. Plaintiff has worked for Defendants as a non-exempt hourly-paid Level 3 Integration Technician from December 30, 2020 to present. Plaintiff is a resident of Los Gatos, California within Santa Clara County. Aside from a few weeks Plaintiff spent working for Defendants in early-2026 outside California, Plaintiff has exclusively worked for Defendants in California. Plaintiff has primarily worked for Defendants out of their San Jose hub within Santa Clara County, California. As an Integration Technician, Plaintiff has been responsible for driving to customer sites to deploy and maintain Comcast telecommunications networks via network integration, equipment setup, cabling, testing, and staffing. Plaintiff has performed this work in many different California cities, including in Los Gatos, San Jose, San Francisco, Oxnard, San Bernardino, Ventura, and Montecito.

6. SYSTEM RESOURCES TELECOM, INC. is a Louisiana Corporation which is headquartered in Louisiana and registered to do business in California. The entity address of SYSTEM RESOURCES TELECOM, INC. is listed on the California Secretary of State's website as 18405 E. Petroleum Drive, Baton Rouge, Louisiana 70809.

7. SYSTEM RESOURCES TELECOM, L.L.C. is a Louisiana Limited Liability Company doing business as SRI Telecom LLC, located at 18405 E. Petroleum Drive, Baton Rouge, Louisiana 70809. SYSTEM RESOURCES TELECOM, L.L.C. is the company listed as the employer on Plaintiff's wage statements and Form W-2 wage and tax statement. According to the Louisiana Secretary of State website, prior to December 31, 2011, SYSTEM RESOURCES TELECOM, L.L.C. operated under the name of SYSTEM RESOURCES TELECOM, INC.

8. According to its website, "SRI Telecom is a national provider of hyperscale data center deployment, Layer-0/Layer-1 infrastructure, Inside Plant (ISP) services, and telecom/MSO network integration. Since 1998, [] [SRI has] helped build, test, maintain, and operate the networks that power modern life — from broadband systems and central offices to AI compute clusters, cloud platforms, and hyperscale data centers. Today, SRI specializes in delivering the mission-critical physical infrastructure behind cloud computing, AI workloads,

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

hyperscale environments, and long-haul fiber networks — where uptime, precision, and repeatability are non-negotiable." SRI, "About Us," https://www.sritelecom.net/about (last accessed April 22, 2026).

9. Does 1 through 10, inclusive, are persons or entities whose true names and identities are now unknown to Plaintiff, and who are sued by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when known. Plaintiff is informed and believes each Doe defendant is the agent, representative, or parent or subsidiary corporation of the named Defendants, is responsible in some manner for the occurrences, events, transactions, and injuries alleged, and that harm suffered by Plaintiff and the proposed Class was proximately caused by them in addition to the named Defendants.

10. Plaintiff is informed and believes and alleges each of the Defendants, including the Doe defendants, acted in concert with each and every other Defendant, intended to and did participate in the events, acts, practices, and courses of conduct alleged, and was a proximate cause of damage and injury to Plaintiff.

11. At all relevant times each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment.

JURISDICTION AND VENUE

12. Venue as to each Defendant is proper in this judicial district, because each Defendant does business throughout California, including in Santa Clara County, California, and Plaintiff resides in and worked for Defendants in Santa Clara County, California. The unlawful acts alleged directly affect Plaintiff and similarly-situated and aggrieved employees within Santa Clara County and California.

13. No federal jurisdiction exists to remove this action to federal court. No federal question is at issue, as the issues are based solely on California law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, and Business and Professions Code. On information and belief, no diversity jurisdiction exists sufficient for removal to federal court under 28. U.S.C. sections 1332(a) or 1332(d) because Class Members' individual amounts in controversy do not exceed $75,000 and the class amount in controversy does not exceed

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

$5,000,000.

14. Further, as a representative action under the PAGA, the matter is not subject to removal under 28 U.S.C. sections 1332(a)-(d) as PAGA civil penalty actions are not subject to federal jurisdiction.

CLASS ACTION ALLEGATIONS

15. Plaintiff seeks to represent a Class defined as:

> **Class**
> All Defendants' California-based non-exempt employees at any time at any time during the four years before the filing of this Complaint through the date of trial.

16. Plaintiff seeks to certify a Subclass of employees defined as:

> **"Minimum Wages Subclass"**
> All Class Members who were not paid minimum wages for all time worked or subject to Defendants' control.

17. Plaintiff seeks to certify a Subclass of employees defined as:

> **"Regular Wages Subclass"**
> All Class Members who were not paid regular wages for all time worked or subject to Defendants' control.

18. Plaintiff seeks to certify a Subclass of employees defined as:

> **"Overtime Wages Subclass"**
> All Class Members who worked one or more period(s) of overtime as defined by Labor Code section 510.

19. Plaintiff seeks to certify a Subclass of employees defined as:

> **"Expense Reimbursement Subclass"**
> All Class Members who were not reimbursed for business-related expenses, including lodging and vehicle-related expenses.

20. Plaintiff seeks to certify a Subclass of employees defined as:

> **"Wage Statement Subclass"**
> All Class Members who received one or more itemized wage statements during the one year preceding the filing of this Complaint.

21. Plaintiff seeks to certify a Subclass of employees defined as:

> **"False Representations Subclass"**
> All Class Members who Defendants knowingly made false representations to in offers of employment by failing to uphold the stated terms.

///

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

22. Plaintiff seeks to certify a Subclass of employees defined as:

> **<u>"UCL Subclass"</u>**
> All Class and Subclass Members who were subject to Defendants' unlawful or unfair business acts or practices.

23. Plaintiff reserves the right to amend or modify the Class description, including by division into Subclasses or limitation to particular issues. California Rule of Court 3.765(b).

24. **<u>Commonality</u>**: This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

25. **<u>Ascertainable Class</u>**: The proposed Class and Subclasses are ascertainable because they can be identified and located using Defendants' payroll and personnel records.

26. **<u>Numerosity</u>**: The potential members of the Class and Subclasses as defined are so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this class action will benefit the parties and this Court. The number of members of the Class and Subclasses is unknown to Plaintiff, but is estimated to be in excess of 50 individuals. The number and identity of members can be readily ascertained using Defendants' records.

27. **<u>Typicality</u>**: The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses because all members of the Class and Subclasses sustained similar injuries and damages caused by Defendants' common course of conduct in violation of law.

28. **<u>Adequacy</u>**: Plaintiff is an adequate representative of the Class and Subclasses, will fairly protect the interests of the Class and Subclass Members and has no interests antagonistic to them, and will vigorously pursue this suit. Plaintiff's attorneys are competent, skilled, and experienced in litigating large employment law class actions.

29. **<u>Superiority</u>**: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over questions affecting only individual Class Members. A Class action will allow those similarly situated to litigate their claims in the most efficient and economical manner for the parties and the judicial

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

system. Plaintiff is unaware of any difficulties likely to be encountered in the management of this action that precludes its maintenance as a class action.

30. The predominating common questions of law and fact include:

a. Whether Defendants have a policy or practice of failing to pay minimum and regular wages for all time worked or subject to Defendants' control;

b. Whether Defendants have a policy or practice of failing to pay overtime wages for hours worked in excess of those designated as overtime hours under Labor Code section 510;

c. Whether Defendants have a policy or practice of failing to reimburse for business-related expenses incurred, including for lodging and vehicle-related expenses, in violation of Labor Code sections 2802 and 2804;

d. Whether Defendants have a policy or practice of failing to provide accurate itemized wage statements;

e. Whether Defendants have a policy or practice of making false representations in offers of employment, including terms related to per diem compensation;

f. Whether Defendants violated Sections 17200, *et seq.* of the Business and Professions Code; and

j. Whether the Class and Subclasses are entitled to equitable relief pursuant to Business and Professions Code sections 17200, *et seq.*

FACTUAL ALLEGATIONS

31. During the Class and PAGA Periods, Plaintiff, Class Members, and other aggrieved employees were employed by Defendants in California and worked under the same policies, practices, and procedures promulgated by Defendants relating to their employment.

32. At times during the Class and PAGA Periods, Defendants had a policy of not paying wages for all time worked or subject to their control. This policy was willful. Specifically, Defendants did not maintain a system to accurately track Plaintiff's time worked. Instead, weekly, a manager sent Plaintiff a time sheet showing his assigned hours. Plaintiff has

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

then been told to report his hours worked to match those assigned by his manager. Defendants have been aware, or should have been aware, Plaintiff's hours were inaccurate as they were not to-the-minute and they matched the scheduled hours consistently. Because Plaintiff sometimes worked longer hours than those hours scheduled, he was not paid for all time worked or subject to Defendants' control. Defendants do not require Plaintiff to record, and do not themselves record, Plaintiff's time spent on meal periods. As a result, Defendants failed to pay Plaintiff, Class Members, and the aggrieved employees regular and overtime wages, as applicable, for all working time.

33. At times during the Class and PAGA Periods, Defendants had a policy of not paying all wages owed, including overtime wages for hours worked over eight (8) per day or forty (40) per week under Labor Code section 510. For instance, for the check date of October 11, 2024, Plaintiff was paid Net Pay of $1700.82, for a pay period from September 29, 2024 through October 5, 2024. However, this does not correspond to the amounts represented as earned during these dates, minus deductions. Records indicate the following earnings: $96.00 (9/29/24) + $180.00 + $25.00 + $256.00 (9/30/24) + $180.00 + $25.00 + $256.00 (10/1/24) + $180.00 + $25.00 + $256.00 (10/2/24) + $25.00 + $256.00 (10/3/24) + $25.00 + $256.00 (10/4/24) = $2,041 – 95.41 (FIT Taxes) – 97.10 (FICA) – 35.44 (Other Taxes) = $1,813.05. Investigation into these discrepancies is ongoing. As a result, Defendants failed to pay Plaintiff, Class Members, and aggrieved employees wages, including overtime wages for all time worked.

34. A times during the Class and PAGA Periods, Defendants knowingly and willfully failed to provide accurate itemized wage statements to Plaintiff, Class Members, and other aggrieved employees which did not include, among other things, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Additionally, because Defendants failed to compensate Plaintiff, Class Members, and other aggrieved employees for minimum, regular, and overtime wages, the itemized wage statements provided by Defendants to Plaintiff, Class Members, and other aggrieved employees were, at times, inaccurate as to the total hours worked and gross and net wages earned. As a

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

result, the wage statements that Defendants furnished to Plaintiff, Class Members, and other aggrieved employees, at times, failed to comply with the requirements of Labor Code section 226(a). Also, as a result, Defendants, at times, failed to maintain accurate payroll records showing the hours worked daily by Plaintiff and other aggrieved employees as required by Labor code section 1174(d).

35. A times during the Class and PAGA Periods, Defendants knowingly failed to reimburse, or pay a sufficient per diem to, Plaintiff, Class Members, and aggrieved employees for work-related expenses necessarily incurred. Specifically, Defendants' employment offer to Plaintiff, made on December 17, 2020, which Plaintiff accepted, provided that Plaintiff would be provided $31.00 per hour, and a per diem of $180.00 when living overnight in the South Bay Area of California, greater than 60 miles from home. In reliance on this agreement, Plaintiff relocated over three-hundred miles from La Verne, California, within Los Angeles County to Los Gatos, California, within Santa Clara County. Plaintiff maintained, and paid rent for, both addresses, until sometime in 2024, at which time Plaintiff stopped paying rent on the La Verne address. Until July 24, 2024, Defendants consistently paid Plaintiff the $180.00 per diem daily. Thereafter, Defendants paid Plaintiff the $180.00 per diem only a handful of times. Nothing in the nature of Plaintiff's employment changed during this time to justify the removal of this per diem pay. This per diem pay covered work-related lodging expenses. By its removal, Defendants failed to reimburse Plaintiff for all necessary work-related expenses. Plaintiff has also customarily been paid $25.00 per shift, presumably to cover vehicle-related expenses, but this payment has been insufficient to cover Plaintiff's actual vehicle-related expenses, including because Plaintiff has typically driven his own vehicle 40 to 80 miles roundtrip per shift. Defendants were aware of these incurred expenses but did not pay a per diem for them or reimburse them. On information and belief, these practices affected Plaintiff, Class Members, and aggrieved employees.

36. Defendants' failure to, at times: pay minimum, regular, and overtime wages; reimburse business expenses; provide accurate, itemized wage statements; maintain accurate records; and fulfill terms of employment offers to Plaintiffs, Class Members, and other

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

aggrieved employees stem from centrally devised and uniformly implemented unlawful and unfair policies and practices.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Failure to Pay Minimum, Regular, and Overtime Wages
Labor Code §§ 218.6, 510, 1194, 1194.2, 1197, and 1197.1 and §§ 3 and 4 of IWC Wage Order 4-2001
(By Plaintiff and each Member of the Minimum Wages, Regular Wages, and Overtime Wages Subclasses)

37. Plaintiff incorporates the preceding paragraphs of this Complaint.

38. Labor Code section 1194(a) provides: 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.

39. Labor Code section 1197 states: "The minimum wage for employees fixed by the commission or by 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. This section does not change the applicability of local minimum wage laws to any entity."

40. Labor Code section 1197.1 states: "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid… (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed..."

///

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

41. Labor Code section 510(a) provides: “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. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.”

42. Pursuant to Section 3 (“Hours & Days of Work”) and Section 4 (“Minimum Wages”) of IWC Wage Order 4-2001, an employer may not pay employees less than the applicable minimum wage for all hours worked and provides that an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

43. Defendants failed to pay minimum and regular wages for all time worked or spent subject to Defendants’ control. By failing to pay minimum and regular wages, Defendants violated Labor Code sections 1194 and 1197, and Section 4 of IWC Wage Order 4-2001.

44. Defendants failed to pay overtime wages for hours worked over eight (8) in one day or forty (40) in one week under Labor Code section 510. By failing to pay overtime wages, Defendants violated Labor Code sections 510 and 1194, and Section 3 of IWC Wage Order 4-2001.

45. Defendants’ willful, unlawful acts deprived Plaintiff, the Class, and the Minimum, Regular, and Overtime Wages Subclasses of minimum, regular, and overtime wages in amounts to be determined at trial, and they are entitled to recover these amounts, prejudgment interest on these amounts under Labor Code section 218.6, liquidated damages in an amount equal to the minimum wages unlawfully unpaid under Labor Code sections 1194.2 and 1197.1, attorneys’ fees, and costs.

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

SECOND CAUSE OF ACTION

Failure to Reimburse Business-Related Expenses
Labor Code §§ 2802 and 2804
(By Plaintiff and each Member of the Expense Reimbursement Subclass)

46. Plaintiff incorporates the preceding paragraphs of this Complaint.

47. Labor Code section 2802(a) provides, in pertinent part, "[a]n 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…" Labor Code section 2802(c) provides, in pertinent part: "…the term 'necessary expenditures or losses shall include all reasonable costs, including but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

48. Labor Code section 2804 mandates that this statutory right cannot be waived.

49. After July 24, 2024, Defendants failed to consistently pay Plaintiff his stated $180.00 per diem daily, paying it only a handful of times thereafter. This per diem pay covered work-related lodging expenses. Plaintiff continued to pay rent on his Los Gatos, Santa Clara residence used to perform his work duties. By its removal, Defendants failed to reimburse Plaintiff for all necessary work-related expenses. Plaintiff has also customarily been paid $25.00 per shift, presumably to cover vehicle-related expenses, but this payment has been insufficient to cover Plaintiff's actual vehicle-related expenses. On information and belief, Defendants failed to consistently pay Plaintiff, Class Members, and aggrieved employees necessary work-related expense reimbursements, or per diems sufficient to cover these expenses, at times during the Class Period.

50. Defendants' unlawful acts deprived Plaintiff the Class, and the Expense Reimbursement Subclass of expense reimbursements in amounts to be determined at trial, and they are entitled to recover these reimbursements, interest, attorneys' fees, and costs.

THIRD CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements
Labor Code § 226
(By Plaintiff and each Member of the Wage Statement Subclass)

51. Plaintiff incorporates the preceding paragraphs of this Complaint.

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

52. "An employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (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 their 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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...." Labor Code § 226(a).

53. Defendants knowingly failed to comply with Labor Code section 226 by, among other things, failing to provide wage statements showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Wage statements issued were also derivatively inaccurate as a result of Defendants' failure to pay all wages owed.

54. Any employee suffering injury due to a willful violation of Labor Code section 226(e) may collect the greater of actual damages or $50 for the first inadequate pay statement and $100 for each inadequate statement thereafter, not to exceed $4,000. Defendants consistently failed to provide Plaintiff and Class Members with required adequate wage statements. Labor Code § 226.

55. As a consequence of Defendants' knowing and intentional failure to comply with Labor Code section 226(a), Plaintiff, the Class, and the Wage Statement Subclass are entitled to recover the greater of actual damages or penalties not to exceed $4,000 for each

employee.

FOURTH CAUSE OF ACTION
Knowingly False Representations
Labor Code § 970

56. Plaintiff incorporates the preceding paragraphs of this Complaint.

57. Labor Code section 970 provides:

> No person, or agent or officer thereof, directly or indirectly, shall influence, persuade, or engage any person to change from one place to another in this State or from any place outside to any place within the State, or from any place within the State to any place outside, for the purpose of working in any branch of labor, through or by means of knowingly false representations, whether spoken, written, or advertised in printed form, concerning either: (a) The kind, character, or existence of such work; (b) The length of time such work will last, or the compensation therefor; (c) The sanitary or housing conditions relating to or surrounding the work; (d) The existence or nonexistence of any strike, lockout, or other labor dispute affecting it and pending between the proposed employer and the persons then or last engaged in the performance of the labor for which the employee is sought.

58. Labor Code section 972 provides: "[A]ny person, or agent or officer thereof who violates any provision of Section 970 is liable to the party aggrieved, in a civil action, for double damages resulting from such misrepresentations. Such civil action may be brought by an aggrieved person or his assigns or successors in interest, without first establishing any criminal liability."

59. As alleged herein, Defendants, with their offer of employment, influenced, and engaged Plaintiff to move from one place to another in California, specifically, from La Verne to Los Gatos, over three hundred miles away. The offer of employment was knowingly false regarding the compensation for the position. Had Plaintiff known his per diem would be taken away, he would not have secured a residence in Los Gatos, within Santa Clara County. Defendants thus violated Labor Code section 970 by failing to uphold the terms in their offer of employment to Plaintiff.

60. Defendants' unlawful acts deprived Plaintiff, the Class, and the False Representations Subclass of per diem compensation in amounts to be determined at trial, and they are entitled to recover these amounts, interest, attorneys' fees, and costs.

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

<u>FIFTH CAUSE OF ACTION</u>
Violations of the Unfair Competition Law
Bus. & Prof. Code §§ 17200, *et seq.*
(By Plaintiff and each Member of the UCL Subclass)

61. Plaintiff incorporates the preceding paragraphs of this Complaint.

62. The California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code sections 17200, *et seq*., defines unfair competition to include any "unlawful," "unfair," or "fraudulent" business act or practice. Cal. Bus. & Prof. Code § 17200.

63. Defendants' conduct as described above constitutes unlawful business practices because Defendants violated: the California Labor Code, including but not limited to 510, 1194, and 1197 (minimum, regular, and overtime wages), 2802 (expense reimbursement), and 970 (false representations); and sections 3, 4, 7, and 9 of IWC Wage Order 4-2001.

64. Defendants' conduct as described above constitutes unfair business practices because their denial of lawfully earned wages outweighs any utility of such practices.

65. As a result of Defendants' unlawful and unfair conduct, Plaintiff and Class Members suffered injury in fact.

66. Plaintiff and Class Members seek declaratory and injunctive relief, restitution, and other appropriate equitable relief. Cal. Bus. & Prof. Code §§ 17203, 17204.

67. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs, and expenses incurred in bringing this action.

68. This cause of action is brought as a cumulative remedy and is intended as an alternative remedy for restitution for Plaintiff, and each Subclass Member, for the four (4) year period before the filing of this Complaint, and as the primary remedy during the fourth year before the filing of this Complaint. Business and Professions Code § 17205.

<u>SIXTH CAUSE OF ACTION</u>
PAGA Civil Penalties for Failure to Pay Minimum, Regular, and Overtime Wages
Labor Code §§ 2698, *et seq.*
(By Plaintiff and Each Aggrieved Employee)

69. Plaintiff incorporates the preceding paragraphs of this Complaint.

70. Labor Code section 2699(a) provides: "[A]ny provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

71. Labor Code section 2699(f)(2) provides: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions [ ] (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

72. As alleged herein, Plaintiff and other aggrieved employees were not paid minimum, regular, and overtime wages as appropriate under the law for all time worked or subject to Defendants' control.

73. Plaintiff will seek $100 for the initial pay period an employee was underpaid, and $200 for each subsequent violation. Funds recovered will be distributed in accordance with the PAGA, with 65% of the civil penalties provided to the LWDA on behalf of the State of California. The amount of the applicable penalty will be proven at trial.

<u>SEVENTH CAUSE OF ACTION</u>
PAGA Civil Penalties for False Representations
Labor Code §§ 2698, *et seq.*
(By Plaintiff and Each Aggrieved Employee)

74. Plaintiff incorporates the preceding paragraphs of this Complaint.

75. Labor Code section 2699(a) provides: "[A]ny provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

former employees pursuant to the procedures specified in Section 2699.3."

76. Labor Code section 2699(f)(2) provides: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions [ ] (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

77. As alleged herein, Plaintiff and other aggrieved employees were not consistently paid the per diem compensation stated in their employment offers, constituting false representations under Labor Code section 970.

78. Plaintiff will seek $100 for the initial pay period an employee was underpaid, and $200 for each subsequent violation. Funds recovered will be distributed in accordance with the PAGA, with 65% of the civil penalties provided to the LWDA on behalf of the State of California. The amount of the applicable penalty will be proven at trial.

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

EIGHTH CAUSE OF ACTION
PAGA Civil Penalties for Failure to Maintain Accurate Records
(By Plaintiff and Each Aggrieved Employee)

79. Plaintiff incorporates the preceding paragraphs of this Complaint.

80. California employers must "keep…payroll records showing the hours worked daily by and the wages paid to…employees employed at the respective plants or establishments…for not less than three years." Cal. Lab. Code § 1174(d).

81. Labor Code section 1174.5 imposes a $500 civil penalty for any failure to maintain records required by Section 1174(d).

82. As alleged herein, Defendants failed to maintain accurate records of the hours worked daily by employees and meal periods taken.

83. Plaintiff will seek penalties of $100 for the initial pay period an employee was underpaid, and $200 for each subsequent violation under Labor Code section 2699(f)(2) and/or penalties provided for in Labor Code section 1174.5. Funds recovered will be distributed in accordance with the PAGA, with 65% of the civil penalties provided to the LWDA on behalf

of the State of California. The amount of the applicable penalty will be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief on behalf of himself and the Class against Defendants:

1. Certification of this action as a class action and appointment of Plaintiff and Plaintiff's counsel to represent the Class;

2. Provision of class notice to Class Members as defined above;

3. A declaratory judgment that Defendants knowingly and intentionally violated:

   a. California Labor Code sections 510, 1194, and/or 1197 by failing to pay minimum, regular, and overtime wages;

   b. California Labor Code section 2802 by failing to reimburse business expenses, including lodging and vehicle-related expenses;

   c. California Labor Code section 226 by failing to provide accurate, itemized wage statements;

   d. California Labor Code section 970 by making false representations in offers of employment related to per diem compensation; and

   2. California Business and Professions Code sections 17200, *et seq*. by engaging in unlawful or unfair business practices.

4. That Defendants be permanently enjoined from engaging in the unlawful or unfair acts and practices alleged;

5. Damages as allowed by Labor Code section 972;

6. An order requiring Defendants to pay restitution of all amounts owed to Plaintiff and Class Members, in an amount according to proof, pursuant to California Business and Professions Code section 17203;

7. Compensatory damages according to proof;

8. Statutory damages as provided under the Labor Code;

9. Liquidated damages as provided under the Labor Code;

10. Pre-judgment interest on all sums collected;

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

11. That this action be maintained as a PAGA Representative Action and that Plaintiff and his counsel be provided with enforcement capability as if the action were brought by the DLSE;

12. For recovery of all civil penalties as allowed by Labor Code section 2699, according to proof, for unpaid minimum, regular, and overtime wages under Labor Code sections 510, 1194, and 1194.2;

13. For recovery of all civil penalties as allowed by Labor Code section 2699, according to proof, for false representations;

14. For recovery of civil penalties as permitted by Labor Code section 2699 and/or 1174.5, for failure to maintain accurate records under Labor Code section 1174(d);

15. For all civil penalties to be distributed 65 percent to the LWDA and 35 percent to the aggrieved employees pursuant to Labor Code section 2699(i);

16. Reasonable attorneys' fees and costs of suit, pursuant to California Code of Civil Procedure section 1021.5, California Labor Code sections 218.5, 226(e), 1194, 1197, and 2698, *et seq*., or other applicable law; and

17. Such other relief as the Court may deem appropriate.

COHELAN KHOURY & SINGER
UNITED EMPLOYEES LAW GROUP, P.C.

Dated: April 22, 2026

By: Rosemary Khoury

Rosemary C. Khoury, Esq.
Attorneys for Plaintiff Jason Hockenbery, on behalf of himself and all others similarly situated and aggrieved

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial of all claims triable as of right by jury.

COHELAN KHOURY & SINGER
UNITED EMPLOYEES LAW GROUP, P.C.

Dated: April 22, 2026

By: Rosemary Khoury

Rosemary C. Khoury, Esq.
Attorneys for Plaintiff Jason Hockenbery, on behalf of himself and all others similarly situated and aggrieved

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101