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Clerk of the Superior Court
By A. Villasenor ,Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN DIEGO**

10 KEVIN TIANGTRONG, an individual, on
11 behalf of Plaintiff, and on behalf of all persons
12 similarly situated,

13 Plaintiff,

14 v.

15 GOLDEN STATE EQUIPMENT REPAIR, a
16 California Corporation; and DOES 1-50,
17 Inclusive,

18 Defendant.

Case No.: 26CU020911C

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802.
- 9) Civil Penalties Pursuant to Labor Code §2699, *et seq.*, for violations of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,

1197.14, 1198, 1198.5, 1199, 2802, and 2804,
and the California Code of Regulations

DEMAND FOR A JURY TRIAL

PLAINTIFF KEVIN TIANGTRONG (“PLAINTIFF”), an individual, on behalf of PLAINTIFF and all other similarly situated current and former employees, alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant GOLDEN STATE EQUIPMENT REPAIR (“Defendant”) is a California Corporation that at all relevant times mentioned herein conducted substantial and regular business throughout California.

2. DEFENDANT owns and operates a heating, ventilation, air condition installation company in California, including in the County of Sacramento, where PLAINTIFF worked. DEFENDANT installs, repairs, and maintains heating, ventilation, and air condition systems to ensure proper temperature control and air quality in commercial and residential buildings.

3. PLAINTIFF was employed by DEFENDANT in California from June 26, 2023, to September 19, 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

4. PLAINTIFF reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

5. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California class, defined as all persons who are or previously were employed by DEFENDANT GOLDEN STATE EQUIPMENT REPAIR in California and classified as non-exempt employees (the

1 “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing
2 of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The
3 amount in controversy for the aggregate claim of the CALIFORNIA CLASS members is under five
4 million dollars (\$5,000,000.00).

5 6. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a CALIFORNIA
6 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
7 CLASS PERIOD caused by DEFENDANT’S uniform policy and practice which failed to lawfully
8 compensate these employees. DEFENDANT’S uniform policy and practice alleged herein was an
9 unlawful, unfair, and deceptive business practice whereby DEFENDANT retained and continues to
10 retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF
11 and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by
12 DEFENDANT in the future, relief for the named PLAINTIFF and the other members of the
13 CALIFORNIA CLASS who have been economically injured by DEFENDANT’S past and current
14 unlawful conduct, and all other appropriate legal and equitable relief.

15 7. The true names and capacities, whether individual, corporate, subsidiary,
16 partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are presently
17 unknown to PLAINTIFF who therefore sues these DEFENDANT by such fictitious names pursuant
18 to California Code of Civil Procedure Section 474. PLAINTIFF will seek leave to amend this
19 Complaint to allege the true names and capacities of DEFENDANT DOES 1 through 50, inclusive,
20 when they are ascertained. PLAINTIFF is informed and believes, and based upon that information
21 and belief alleges, that the DEFENDANT named in this Complaint, including DEFENDANT
22 DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and
23 happenings that proximately caused the injuries and damages hereinafter alleged.

24 8. The agents, servants and/or employees of DEFENDANT and each of them acting
25 on behalf of DEFENDANT acted within the course and scope of his, her, or its authority as the
26 agent, servant and/or employee of DEFENDANT, and personally participated in the conduct
27 alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.
28 Consequently, the acts of each DEFENDANT is legally attributable to the other DEFENDANT,

1 and all DEFENDANT are jointly and severally liable to PLAINTIFF and the other members of the
2 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
3 DEFENDANT'S agents, servants and/or employees.

4 9. DEFENDANT was PLAINTIFF'S employers or persons acting on behalf of
5 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated
6 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any
7 provision regulating hours and days of work in any order of the Industrial Welfare Commission
8 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code
9 Section 558, at all relevant times.

10 10. DEFENDANT were PLAINTIFF'S employers or persons acting on behalf of
11 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
12 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any
13 employee a wage less than the minimum fixed by California state law, and as such, are subject to
14 civil penalties for each underpaid employee.

15 11. DEFENDANT'S uniform policies and practices alleged herein were unlawful,
16 unfair, and deceptive business practices whereby DEFENDANT retained and continues to retain
17 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

18 12. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
19 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and other
20 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT'S
21 past and current unlawful conduct, and all other appropriate legal and equitable relief.

22 **JURISDICTION AND VENUE**

23 13. This Court has jurisdiction over this Action pursuant to California Code of Civil
24 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action
25 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
26 DEFENDANT pursuant to California Code of Civil Procedure Section 382.

27 14. Venue is proper in this Court pursuant to California Code of Civil Procedure,
28 Sections 395 and 395.5, because DEFENDANT operate in locations across California, employ the

1 CALIFORNIA CLASS across California, including in this county, and committed the wrongful
2 conduct herein alleged in this county against the CALIFORNIA CLASS.

3 **THE CONDUCT**

4 15. In violation of the applicable sections of the California Labor Code and the
5 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a
6 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
7 failed to provide legally compliant meal and rest periods, failed to accurately compensate
8 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods,
9 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,
10 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-
11 clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS
12 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members
13 of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay
14 PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular
15 rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS
16 for business expenses, and failed to issue to PLAINTIFF and the other members of the
17 CALIFORNIA CLASS accurate itemized wage statements showing, among other things, all
18 applicable hourly rates in effect during the pay periods and the corresponding amount of time
19 worked at each hourly rate. DEFENDANT’S uniform policies and practices are intended to
20 purposefully avoid the accurate and full payment for all time worked as required by California law
21 which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who
22 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
23 CLASS against DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

24 **A. Meal Period Violations**

25 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
26 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,
27 meaning the time during which an employee is subject to the control of an employer, including all
28 the time the employee is suffered or permitted to work. From time to time during the CLASS

1 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS members to work
2 without paying them for all the time they were under DEFENDANT’S control. Specifically,
3 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be
4 PLAINTIFF’S off-duty meal break. Indeed, there were many days where PLAINTIFF did not even
5 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members
6 forfeited minimum wage and overtime compensation by regularly working without their time being
7 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
8 DEFENDANT’S uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
9 CLASS members for all time worked is evidenced by DEFENDANT’S business records.

10 17. From time to time during the CLASS PERIOD, as a result of their rigorous work
11 schedules and DEFENDANT’S inadequate staffing practices, PLAINTIFF and other
12 CALIFORNIA CLASS members were from time to time unable to take thirty (30) minute off-duty
13 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
14 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANT for
15 more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT
16 failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal
17 period for some workdays in which these employees are required by DEFENDANT to work ten
18 (10) hours of work. The nature of the work performed by PLAINTIFF and other CALIFORNIA
19 CLASS members does not qualify for the limited and narrowly construed “on-duty” meal period
20 exception. When they were provided with meal periods, PLAINTIFF and other CALIFORNIA
21 CLASS members were, from time to time, required to remain on duty and on call. DEFENDANT’S
22 failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal
23 breaks is evidenced by DEFENDANT’S business records. As a result of their rigorous work
24 schedules and DEFENDANT’S inadequate staffing, PLAINTIFF and other members of the
25 CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in
26 accordance with DEFENDANT’S strict corporate policy and practice.

27 18. From time to time during the CLASS PERIOD, Defendant maintained a policy and
28 practice of automatically deducting meal periods from Plaintiff’s and other non-exempt employees’

1 recorded work time, regardless of whether a compliant, uninterrupted meal period was actually
2 provided. As a result, Plaintiff and other employees were not paid for all hours worked, including
3 work performed during missed, late, or interrupted meal periods.

4 **B. Rest Period Violations**

5 19. From time to time during the CLASS PERIOD, PLAINTIFF and other
6 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
7 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
8 DEFENDANT'S inadequate staffing. Further, for the same reasons, these employees were denied
9 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
10 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
11 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest
12 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
13 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
14 members were, from time to time, required to remain on duty and/or on call. PLAINTIFF and other
15 CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a
16 result of their rigorous work schedules and DEFENDANT'S inadequate staffing, PLAINTIFF and
17 other CALIFORNIA CLASS members were from time to time denied their proper rest periods by
18 DEFENDANT and DEFENDANT'S managers.

19 **C. Unreimbursed Business Expenses**

20 20. DEFENDANT as a matter of corporate policy, practice, and procedure,
21 intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and
22 the other CALIFORNIA CLASS members for required business expenses incurred by PLAINTIFF
23 and other CALIFORNIA CLASS members in direct consequence of discharging their duties on
24 behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required to
25 indemnify employees for all expenses incurred in the course and scope of their employment.
26 California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her
27 employee for all necessary expenditures or losses incurred by the employee in direct consequence
28 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,

1 even though unlawful, unless the employee, at the time of obeying the directions, believed them
2 to be unlawful.”

3 21. In the course of their employment, DEFENDANT required PLAINTIFF and other
4 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
5 phones, as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other
6 CALIFORNIA CLASS members were required to use their personal cell phones, in order to
7 perform work related tasks. Additionally, Defendant unlawfully required Plaintiff and the
8 CALIFORNIA CLASS to use their power tools in the course of their employment without
9 reimbursement, and in furtherance of their job duties, without reimbursement. However,
10 DEFENDANT unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA CLASS
11 members for the use of their personal cell phones and the use of their personal power tools. As a
12 result, in the course of their employment with DEFENDANT, PLAINTIFF and other
13 CALIFORNIA CLASS members incurred unreimbursed business expenses that included, but were
14 not limited to, costs related to the use of their personal cell phones and use of their personal power
15 tools, all on behalf of and for the benefit of DEFENDANT.

16 **D. Wage Statement Violations**

17 22. California Labor Code Section 226 required an employer to furnish its employees
18 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
19 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
20 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
21 name of the employee and only the last four digits of the employee’s Social Security number or an
22 employee identification number other than a Social Security number, (8) the name and address of
23 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
24 period and the corresponding number of hours worked at each hourly rate by the employee.

25 23. From time to time during the CLASS PERIOD, when PLAINTIFF and other
26 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed
27 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed to
28 provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage

1 statements which failed to show, among other things, all deductions, the total hours worked and all
2 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
3 at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods.

4 24. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
5 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
6 California Labor Code Section 226.

7 25. As a result, DEFENDANT issued PLAINTIFF and other CALIFORNIA CLASS
8 members with wage statements that violate California Labor Code section 226(a)(1)-(9). Further,
9 DEFENDANT'S violations are knowing and intentional, and were not isolated due to an
10 unintentional payroll error due to clerical or inadvertent mistake.

11 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

12 26. During the CLASS PERIOD, from time-to-time DEFENDANT fails and continues
13 to fails to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS for all
14 hours worked.

15 27. During the CLASS PERIOD, from time-to-time DEFENDANT required
16 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
17 work. This resulted in PLAINTIFF and other CALIFORNIA CLASS members having to work
18 while off-the-clock.

19 28. DEFENDANT directed and directly benefited from the undercompensated off-the-
20 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

21 29. DEFENDANT controlled the work schedules, duties, and protocols, applications,
22 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
23 members.

24 30. DEFENDANT was able to track the amount of time PLAINTIFF and the other
25 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
26 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
27 wages earned and owed for all the work they performed.
28

1 31. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
2 employees, subject to the requirements of the California Labor Code.

3 32. DEFENDANT’S policies and practices deprived PLAINTIFF and the other
4 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
5 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
6 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
7 (8) hours per day, DEFENDANT’S policies and practices also deprived them of overtime pay.

8 33. DEFENDANT knew or should have known that PLAINTIFF’S and the other
9 CALIFORNIA CLASS members’ off-the-clock work was compensable under the law.

10 34. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
11 forfeited wages due to them for all hours worked at DEFENDANT’S direction, control, and benefit
12 for the time spent working while off-the-clock. DEFENDANT’S uniform policy and practice to
13 not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
14 accordance with applicable law is evidenced by DEFENDANT’S business records.

15 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
16 **Redeemed Sick Pay**

17 35. From time to time during the CLASS PERIOD, DEFENDANT failed and continues
18 to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS members
19 for their overtime and double time hours worked, meal and rest period premiums, and redeemed
20 sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages
21 due to them for working overtime without compensation at the correct overtime and double time
22 rates, meal and rest period premiums, and redeemed sick pay rates. DEFENDANT’S uniform
23 policy and practice not to pay the CALIFORNIA CLASS members at the correct rate for all
24 overtime and double time worked, meal and rest period premiums, and sick pay in accordance with
25 applicable law is evidenced by DEFENDANT’S business records.

26 36. State law provides that employees must be paid overtime at one-and-one-half times
27 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS members were
28

1 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's
2 performance.

3 37. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
4 members' compensation was DEFENDANT'S non-discretionary incentive program that paid
5 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
6 performance for DEFENDANT. The non-discretionary bonus program provided all employees
7 paid on an hourly basis with bonus compensation when the employees met the various performance
8 goals set by DEFENDANT.

9 38. However, from time to time, when calculating the regular rate of pay in those pay
10 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
11 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
12 discretionary bonuses, DEFENDANT failed to accurately include the non-discretionary bonus
13 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
14 rather than just all non-overtime hours worked. Management and supervisors described the
15 incentive/bonus program to potential and new employees as part of the compensation package. As
16 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
17 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in
18 a systematic underpayment of overtime and double time compensation, meal and rest period
19 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
20 members by DEFENDANT. Specifically, California Labor Code Section 246 mandates that paid
21 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
22 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
23 employee actually works overtime in that workweek. DEFENDANT'S conduct, as articulated
24 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for
25 purposes of sick pay compensation was in violation of California Labor Code Section 246, the
26 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or
27 204.

1 39. In violation of the applicable sections of the California Labor Code and the
2 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a
3 matter of company policy, practice, and procedure, intentionally and knowingly failed to
4 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
5 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
6 pay as required by California law which allowed DEFENDANT to illegally profit and gain an unfair
7 advantage over competitors who complied with the law. To the extent equitable tolling operates to
8 toll claims by the CALIFORNIA CLASS members against DEFENDANT, the CLASS PERIOD
9 should be adjusted accordingly.

10 **G. Unlawful Deductions**

11 40. DEFENDANT, from time-to-time, unlawfully deducted wages from PLAINTIFF’S
12 and CALIFORNIA CLASS members’ pay without explanation and without authorization to do so
13 or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a result, DEFENDANT
14 violated Labor Code Section 221.

15 **H. Timekeeping Manipulation**

16 41. During the CLASS PERIOD, DEFENDANT, from time-to-time, did not have an
17 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
18 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
19 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
20 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and unilaterally
21 alter the time recorded in DEFENDANT’S timekeeping system for PLAINTIFF and other
22 members of the CALIFORNIA CLASS in order to avoid paying these employees for all hours
23 worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed
24 rest breaks.

25 42. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
26 time to time, forfeited time worked by working without their time being accurately recorded and
27 without compensation at the applicable pay rates.
28

1 43. The mutability of the timekeeping system also allowed DEFENDANT to alter
2 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT'S
3 timekeeping system to create the appearance that PLAINTIFF and other members of the
4 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees
5 were not provided an off-duty meal break at all times. This practice is a direct result of
6 DEFENDANT'S uniform policy and practice of denying employees uninterrupted thirty (30)
7 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal
8 breaks.

9 44. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
10 forfeited wages due to them for all hours worked at DEFENDANT'S direction, control and benefit
11 for the time that the timekeeping system was inoperable. DEFENDANT'S uniform policy and
12 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours
13 worked in accordance with applicable law is evidenced by DEFENDANT'S business records.

14 **I. Unlawful Rounding Practices**

15 45. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place
16 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
17 CALIFORNIA CLASS members for the actual time these employees worked each day, including
18 overtime hours. Specifically, DEFENDANT had in place an unlawful rounding policy and practice
19 that resulted in PLAINTIFF and CALIFORNIA CLASS members being undercompensated for all
20 their time worked. As a result, DEFENDANT was able to and did in fact unlawfully and
21 unilaterally round the time recorded in DEFENDANT'S timekeeping system for PLAINTIFF and
22 the members of the CALIFORNIA CLASS in order to avoid paying these employees for all their
23 time worked, including the applicable overtime compensation for overtime worked. As a result,
24 PLAINTIFF and other CALIFORNIA CLASS members, from time to time, forfeited
25 compensation for their time worked by working without their time being accurately recorded and
26 without compensation at the applicable overtime rates.

27 46. Further, the mutability of DEFENDANT'S timekeeping system and unlawful
28 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time

1 being inaccurately recorded. As a result, from time to time, DEFENDANT’S unlawful rounding
2 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as
3 ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-duty
4 meal break.

5 **J. Violations for Untimely Payment of Wages**

6 47. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
7 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
8 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
9 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
10 rest period premium wages within the permissible time period.

11 48. Pursuant to California Labor Code Section 201, “If an employer discharges an
12 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”
13 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his
14 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
15 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
16 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS
17 members were, from time to time, not timely provided the wages earned and unpaid at the time of
18 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
19 and 202.

20 49. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
21 paying all wages due at time of termination for all CALIFORNIA CLASS members whose
22 employment ended during the CLASS PERIOD.

23 **K. Sick Pay Violations**

24 50. California Labor Code Section 246(a)(1) mandates that “An employee who, on or
25 after July 1, 2015, works in California for the same employer for 30 or more days within a year
26 from the commencement of employment is entitled to paid sick days as specified in this section.”
27 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
28 From time to time, DEFENDANT failed to have a policy or practice in place to provide PLAINTIFF

1 and other members of the CALIFORNIA CLASS with sick days and/or paid sick leave. As of
2 January 1, 2024, DEFENDANT failed to adhere to the law in that they failed to provide and allow
3 employees to use at least 40 hours or five days of paid sick leave per year.

4 51. California Labor Code Section 246(i) requires an employer to furnish its employees
5 with written wage statements setting forth the amount of paid sick leave available. From time to
6 time, DEFENDANT violated California Labor Code Section 246 by failing to furnish PLAINTIFF
7 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
8 paid sick leave available.

9 **CLASS ACTION ALLEGATIONS**

10 52. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California
11 class defined as all persons who are or previously were employed by Defendant GOLDEN STATE
12 EQUIPMENT REPAIR in California and classified as non-exempt employees (the “CALIFORNIA
13 CLASS”) at any time during the period beginning four (4) years prior to the filing of this Complaint
14 and ending on the date as determined by the Court (the “CLASS PERIOD”).

15 53. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
16 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
17 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
18 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
19 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
20 maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and
21 expenses.

22 54. The members of the class are so numerous that joinder of all class members is
23 impractical.

24 55. Common questions of law and fact regarding DEFENDANT’S conduct, including
25 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
26 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
27 regular rate of compensation for missed meal and rest period premiums, failure to provide legally
28 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide

1 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
2 overtime, exist as to all members of the class and predominate over any questions affecting solely
3 any individual members of the class. Among the questions of law and fact common to the class are:

- 4 a. Whether DEFENDANT maintained legally compliant meal period policies and
5 practices.
- 6 b. Whether DEFENDANT maintained legally compliant rest period policies and
7 practices;
- 8 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
9 members accurate premium payments for missed meal and rest periods;
- 10 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
11 members accurate overtime wages;
- 12 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
13 members at least minimum wage for all hours worked;
- 14 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
15 CLASS members for required business expenses;
- 16 g. Whether DEFENDANT issued legally compliant wage statements;
- 17 h. Whether DEFENDANT committed an act of unfair competition by systematically
18 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
19 CLASS for all time worked;
- 20 i. Whether DEFENDANT committed an act of unfair competition by systematically
21 failing to record all meal and rest breaks missed by PLAINTIFF and other
22 CALIFORNIA CLASS members, even though DEFENDANT enjoyed the benefit
23 of this work, required employees to perform this work and permits or suffers to
24 permit this work;
- 25 j. Whether DEFENDANT committed an act of unfair competition in violation of
26 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
27 failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS
28 with the legally required meal and rest periods.

1 56. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
2 result of DEFENDANT’S conduct and actions alleged herein.

3 57. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and
4 PLAINTIFF has the same interests as the other members of the class.

5 58. PLAINTIFF will fairly and adequately represent and protect the interests of the
6 CALIFORNIA CLASS members.

7 59. PLAINTIFF retained able class counsel with extensive experience in class action
8 litigation.

9 60. Further, PLAINTIFF’S interests are coincident with, and not antagonistic to, the
10 interest of the other CALIFORNIA CLASS members.

11 61. There is a strong community of interest among PLAINTIFF and the members of the
12 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
13 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
14 sustained.

15 62. The questions of law and fact common to the CALIFORNIA CLASS members
16 predominate over any questions affecting only individual members, including legal and factual
17 issues relating to liability and damages.

18 63. A class action is superior to other available methods for the fair and efficient
19 adjudication of this controversy because joinder of all class members is impractical. Moreover,
20 since the damages suffered by individual members of the class may be relatively small, the expense
21 and burden of individual litigation makes it practically impossible for the members of the class
22 individually to redress the wrongs done to them. Without class certification and determination of
23 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
24 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- 25 a. Inconsistent or varying adjudications with respect to individual members of the
26 CALIFORNIA CLASS which would establish incompatible standards of conduct
27 for the parties opposing the CALIFORNIA CLASS; and/or,
28

b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would, as a practical matter, be dispositive of the interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

64. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. and Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)

65. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

66. DEFENDANT is a “person” as that term is defined under California Business and Professions Code Section 17201.

67. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

68. By the conduct alleged herein, DEFENDANT have engaged and continues to engage in business practices which violate California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, for which this Court

1 should issue declaratory and other equitable relief pursuant to California Business and Professions
2 Code Section 17203 as may be necessary to prevent and remedy the conduct held to constitute
3 unfair competition, including restitution of wages wrongfully withheld.

4 69. By the conduct alleged herein, DEFENDANT’S practices were unlawful and unfair
5 in that these practices violated public policy, were immoral, unethical, oppressively and
6 unscrupulous or substantially injurious to employees, and were without valid justification or utility
7 for which this Court should issue equitable and injunctive relief pursuant to Section 17203 of the
8 California Business and Professions Code, including restitution of wages wrongfully withheld.

9 70. By the conduct alleged herein, DEFENDANT’S practices were deceptive and
10 fraudulent in that DEFENDANT’S uniform policy and practice failed to provide the legally
11 mandated meal and rest periods and the required amount of compensation for missed meal and rest
12 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
13 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
14 to the applicable California Labor Code and Industrial Welfare Commission requirements in
15 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
16 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
17 Code Section 17203, including restitution of wages wrongfully withheld.

18 71. By the conduct alleged herein, DEFENDANT’S practices were also unlawful,
19 unfair, and deceptive in that DEFENDANT’S employment practices caused PLAINTIFF and the
20 other members of the CALIFORNIA CLASS to be underpaid during their employment with
21 DEFENDANT.

22 72. By the conduct alleged herein, DEFENDANT’S practices were also unfair and
23 deceptive in that DEFENDANT’S uniform policies, practices and procedures failed to provide
24 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
25 required by California Labor Code Sections 226.7 and 512.

26 73. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each
27 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
28 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each

workday in which a second off-duty meal period was not timely provided for each ten (10) hours of work.

74. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was not timely provided as required by law.

75. By and through the unlawful and unfair business practices described herein, DEFENDANT have obtained valuable property, money and services from PLAINTIFF and the other members of the CALIFORNIA CLASS, including earned wages for all time worked, and have deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete against competitors who comply with the law.

76. All the acts described herein as violations of, among other things, the Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business practices in violation of California Business and Professions Code Sections 17200, *et seq.*

77. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which DEFENDANT have acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair business practices, including earned but unpaid wages for all time worked.

78. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and deceptive, and that injunctive relief should be issued restraining DEFENDANT from engaging in any unlawful and unfair business practices in the future.

79. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT. Further, the practices herein alleged presently continues to occur unabated. As a

1 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
2 members of the CALIFORNIA CLASS have suffered and will continues to suffer irreparable legal
3 and economic harm unless DEFENDANT are restrained from continuing to engage in these
4 unlawful and unfair business practices.

5 **SECOND CAUSE OF ACTION**

6 **Failure To Pay Minimum Wages**

7 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

8 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

9 80. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
10 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
11 Complaint.

12 81. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
13 DEFENDANT’S willful and intentional violations of the California Labor Code and the Industrial
14 Welfare Commission requirements for DEFENDANT’S failure to accurately calculate and pay
15 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

16 82. Pursuant to California Labor Code Section 204, other applicable laws and
17 regulations, and public policy, an employer must timely pay its employees for all hours worked.

18 83. California Labor Code Section 1197 provides the minimum wage for employees
19 fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser
20 wage than the minimum so fixed is unlawful.

21 84. California Labor Code Section 1194 establishes an employee’s right to recover
22 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
23 of suit.

24 85. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
25 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
26 work. As set forth herein, DEFENDANT’S uniform policy and practice was to unlawfully and
27 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
28 CALIFORNIA CLASS.

1 86. DEFENDANT’S uniform pattern of unlawful wage and hour practices manifested,
2 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
3 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
4 members of the CALIFORNIA CLASS in regard to minimum wage pay.

5 87. In committing these violations of the California Labor Code, DEFENDANT
6 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
7 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted in an
8 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
9 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
10 and regulations.

11 88. As a direct result of DEFENDANT’S unlawful wage practices as alleged herein,
12 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
13 minimum wage compensation for their time worked for DEFENDANT.

14 89. During the CLASS PERIOD, PLAINTIFF and the other members of the
15 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
16 failure to pay all earned wages.

17 90. By virtue of DEFENDANT’S unlawful failure to accurately pay all earned
18 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
19 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
20 and will continues to suffer an economic injury in amounts which are presently unknown to them,
21 and which will be ascertained according to proof at trial.

22 91. DEFENDANT knew or should have known that PLAINTIFF and the other members
23 of the CALIFORNIA CLASS were under-compensated for their time worked. DEFENDANT
24 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
25 employees for their labor as a matter of uniform company policy, practice and procedure, and
26 DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
27 members of the CALIFORNIA CLASS the correct minimum wages for their time worked.
28

1 92. In performing the acts and practices herein alleged in violation of California Labor
2 Laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
3 and provide them with the requisite compensation, DEFENDANT acted and continues to act
4 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
5 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
6 consequences to them, and with the despicable intent of depriving them of their property and legal
7 rights, and otherwise causing them injury in order to increase company profits at the expense of
8 these employees.

9 93. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
10 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
11 of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor
12 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
13 to be owed to the CALIFORNIA CLASS members who have terminated their employment,
14 DEFENDANT'S conduct also violates Labor Code Sections 201 and/or 202, and therefore these
15 individuals are also entitled to waiting time penalties under California Labor Code Section 203,
16 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.
17 DEFENDANT'S conduct as alleged herein was willful, intentional and not in good faith. Further,
18 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
19 costs.

20 **THIRD CAUSE OF ACTION**

21 **Failure To Pay Overtime Compensation**

22 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

23 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

24 94. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and
25 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
26 Complaint.

27 95. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
28 DEFENDANT'S willful and intentional violations of the California Labor Code and the Industrial

1 Welfare Commission requirements for DEFENDANT’S failure to pay these employees for all
2 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve
3 (12) hours in a workday, and/or forty (40) hours in any workweek.

4 96. Pursuant to California Labor Code Section 204, other applicable laws and
5 regulations, and public policy, an employer must timely pay its employees for all hours worked.

6 97. California Labor Code Section 510 provides that employees in California shall not
7 be employed more than eight (8) hours per workday and/or more than forty (40) hours per
8 workweek unless they receive additional compensation beyond their regular wages in amounts
9 specified by law.

10 98. California Labor Code Section 1194 establishes an employee’s right to recover
11 unpaid wages, including minimum and overtime compensation and interest thereon, together with
12 the costs of suit. California Labor Code Section 1198 further states that the employment of an
13 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

14 99. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
15 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time they
16 worked, including overtime work.

17 100. DEFENDANT’S uniform pattern of unlawful wage and hour practices manifested,
18 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
19 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
20 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
21 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
22 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
23 forty (40) hours in any workweek.

24 101. In committing these violations of the California Labor Code, DEFENDANT
25 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
26 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANT acted in an illegal attempt
27 to avoid the payment of all earned wages, and other benefits in violation of the California Labor
28 Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

1 102. As a direct result of DEFENDANT’S unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
3 overtime compensation for their time worked for DEFENDANT.

4 103. California Labor Code Section 515 sets out various categories of employees who are
5 exempt from the overtime requirements of the law. None of these exemptions are applicable to
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
7 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
8 agreement that would preclude the causes of action contained herein in this Complaint. Rather,
9 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on
10 DEFENDANT’S violations of non-negotiable, non-waivable rights provided by the State of
11 California.

12 104. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
14 a failure to pay all earned wages.

15 105. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
16 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
17 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
18 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
19 regularly required to work, and did in fact work overtime as to which DEFENDANT failed to
20 accurately record and pay as evidenced by DEFENDANT’S business records and witnessed by
21 employees.

22 106. By virtue of DEFENDANT’S unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
24 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
25 CLASS have suffered and will continues to suffer an economic injury in amounts which are
26 presently unknown to them, and which will be ascertained according to proof at trial.

27 107. DEFENDANT knew or should have known that PLAINTIFF and the other members
28 of the CALIFORNIA CLASS were undercompensated for their time worked. DEFENDANT

1 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay them
2 for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANT
3 perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other members of the
4 CALIFORNIA CLASS the correct overtime wages for their overtime worked.

5 108. In performing the acts and practices herein alleged in violation of California labor
6 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
7 and provide them with the requisite compensation, DEFENDANT acted and continues to act
8 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
9 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
10 consequences to them, and with the despicable intent of depriving them of their property and legal
11 rights, and otherwise causing them injury in order to increase company profits at the expense of
12 these employees.

13 109. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
14 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
15 of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor
16 Code and/or other applicable statutes. To the extent overtime compensation is determined to be
17 owed to the CALIFORNIA CLASS members who have terminated their employment,
18 DEFENDANT'S conduct also violates California Labor Code Sections 201 and/or 202, and
19 therefore these individuals are also entitled to waiting time penalties under California Labor Code
20 section 203, which penalties are sought herein. DEFENDANT'S conduct as alleged herein was
21 willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
22 members are entitled to seek and recover statutory costs.

23 **FOURTH CAUSE OF ACTION**

24 **Failure To Provide Required Meal Periods**

25 **(Cal. Lab. Code §§ 226.7 & 512)**

26 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

110. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

111. During the CLASS PERIOD, DEFENDANT failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were often not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT'S failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT'S business records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in accordance with DEFENDANT'S strict corporate policy and practice.

112. DEFENDANT further violated California Labor Code Section 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

113. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)

114. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

115. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT'S managers. In addition, DEFENDANT failed to compensate PLAINTIFF and other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANT'S failure to provide PLAINTIFF and the CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by DEFENDANT'S business records.

116. DEFENDANT further violated California Labor Code Sections 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

117. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

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1 120. When DEFENDANT did not accurately record PLAINTIFF'S and other
2 CALIFORNIA CLASS members' missed meal and rest breaks, or paid inaccurate missed meal and
3 rest break premiums, or did not pay for all hours worked, DEFENDANT violated California Labor
4 Code Section 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA
5 CLASS members with complete and accurate wage statements which failed to show, among other
6 things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked
7 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
8 worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest
9 periods.

10 121. In addition to the foregoing, DEFENDANT failed to provide itemized wage
11 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
12 requirements of California Labor Code Section 226(a)(1)-(9).

13 122. DEFENDANT knowingly and intentionally failed to comply with California Labor
14 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of
15 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended
16 calculating the correct wages for all missed meal and rest breaks and the amount of employment
17 taxes which were not properly paid to state and federal tax authorities. These damages are difficult
18 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect
19 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
20 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
21 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial
22 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
23 member of the CALIFORNIA CLASS herein).

24 **SEVENTH CAUSE OF ACTION**

25 **Failure To Pay Wages When Due**

26 **(Cal. Lab. Code § 203)**

27 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**
28

1 123. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
2 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
3 Complaint.

4 124. California Labor Code Section 200 provides that:

5 As used in this article:

6 (d) "Wages" includes all amounts for labor performed by employees of every
7 description, whether the amount is fixed or ascertained by the standard of time,
task, piece, commission basis, or other method of calculation.

8 (e) "Labor" includes labor, work, or service whether rendered or performed under
9 contract, subcontract, partnership, station plan, or other agreement if the labor to
be paid for is performed personally by the person demanding payment.

10 125. California Labor Code Section 201 provides, in relevant part, that "If an employer
11 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
12 immediately."

13 126. California Labor Code Section 202 provides, in relevant part, that:
14 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
15 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
16 of quitting. Notwithstanding any other provision of law, an employee who quits without
providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
17 requests and designates a mailing address. The date of the mailing shall constitute the
date of payment for purposes of the requirement to provide payment within 72 hours
18 of the notice of quitting.

19 127. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
20 members' employment contract.

21 128. California Labor Code Section 203 provides:
22 If an employer willfully fails to pay, without abatement or reduction, in accordance with
Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or
23 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
24 wages shall not continue for more than 30 days.

25 129. The employment of PLAINTIFF and many CALIFORNIA CLASS members
26 terminated, and DEFENDANT have not tendered payment of wages to these employees who
27 missed meal and rest breaks, as required by law.
28

130. Therefore, as provided by California Labor Code Section 203, on behalf of themselves and the members of the CALIFORNIA CLASS whose employment has ended, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

EIGHTH CAUSE OF ACTION

Failure To Reimburse Employees for Required Expenses

(Cal. Lab. Code § 2802)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)

131. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

132. California Labor Code Section 2802 provides, in relevant part, that:

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.

133. From time to time during the CLASS PERIOD, DEFENDANT violated California Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT'S benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of their personal cell phones and the use of their personal power tools, all on behalf of and for the benefit of DEFENDANT. Specifically, DEFENDANT required PLAINTIFF and other CALIFORNIA CLASS members to use their personal cell phones, to execute their essential job duties on behalf of DEFENDANT. In addition, DEFENDANT required PLAINTIFF and the CALIFORNIA CLASS members to use their personal power tools to execute their essential job duties on behalf of DEFENDANT. DEFENDANT'S uniform policy, practice and procedure was

1 to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting
2 from the use of their personal cell phones and use of their personal power tools, within the course
3 and scope of their employment for DEFENDANT. These expenses were necessary to complete
4 their principal job duties. DEFENDANT are estopped by DEFENDANT’S conduct to assert any
5 waiver of this expectation. Although these expenses were necessary expenses incurred by
6 PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANT failed to indemnify and
7 reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an
8 employer is required to do under the laws and regulations of California.

9 134. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
10 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
11 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory
12 rate and costs under California Labor Code Section 2802.

13 **NINTH CAUSE OF ACTION**

14 **For Violation of the Private Attorneys General Act**

15 **[Cal. Lab. Code §§ 2698 ET SEQ. (“PAGA”)]**

16 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

17 135. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs as
18 though fully set forth herein.

19 136. PAGA is a mechanism by which the State of California itself can enforce state
20 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
21 state’s labor law enforcement agencies. An action to recover civil penalties under PAGA is
22 fundamentally a law enforcement action designed to protect the public and not to benefit private
23 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
24 of “deputizing” citizens as private attorney generals to enforce the Labor Code. In enacting
25 PAGA, the California Legislature specified that “it was ... in the public interest to allow aggrieved
26 employees, acting as private attorneys general to recover civil penalties for Labor Code
27 violations...”Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to
28 arbitration.

1 137. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
2 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
3 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for
4 violation of the Labor Code may, as an alternative, be recovered through civil action brought by
5 an aggrieved employee on behalf of himself or herself and other current or former employees
6 pursuant to the procedures specified in Labor Code § 2699.3.

7 138. For all provisions of the Labor Code except those for which a civil penalty is
8 specifically provided, Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred
9 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
10 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay
11 period in which Defendant violated these provisions of the Labor Code.

12 139. DEFENDANT’S conduct violates numerous Wage Orders and Labor Code
13 sections including, but not limited to, the following:

- 14 a. Violation of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226,
15 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197,
16 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, 2698 for failure to timely
17 pay all earned wages (including minimum wage and overtime wages) owed to
18 Plaintiff and other aggrieved employees during employment and upon separation
19 of employment as herein alleged;
- 20 b. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
21 Plaintiff and other aggrieved employees failure to pay premium wages for missed
22 meal periods and herein alleged;
- 23 c. Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
24 other aggrieved employees and failure to pay premium wages for missed rest
25 periods as herein alleged;
- 26 d. Violation of Labor Code § 226 for failure to provide accurate itemized wage
27 statements to Plaintiff and other aggrieved employees as herein alleged;

- e. Violation of Labor Code § 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees; and
- f. Violation of Labor Code § 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees as herein alleged.

140. Plaintiff is an “AGGRIEVED EMPLOYEE” because he was employed by the alleged violator and had one or more of the violations committed against him, and therefore is properly suited to represent the interest of all the other AGGRIEVED EMPLOYEES.

141. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendant and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

142. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

143. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANT, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANT to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and
- d. Restitutionary disgorgement of DEFENDANT’S ill-gotten gains into a fluid fund

for restitution of the sum's incidental to DEFENDANT'S violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to California Labor Code Sections 226.7, 512 and the applicable IWC Wage Order;
- d. 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 each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of California Labor Code Section 226;
- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, in accordance with California Labor Code Section 203.
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

- a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and
- b. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

4. On all claims:

- 1 a. An award of interest, including prejudgment interest at the legal rate;
2 b. Such other and further relief as the Court deems just and equitable; and
3 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
4 including and pursuant to, but not limited to, California Labor Code Labor Code
5 §203, §204, §226, §1194, §2699 *et seq.*, and/or §2802.
6 d. For prejudgment and post judgment interest on each of the foregoing at the legal
7 rate from the date the obligation became due through the date of judgment in this
8 matter.
9 e. For any other relief that is just and proper.

10 DATED: April 14, 2026

BARVIE LAW, APC

11
12 By: Nicole Barvie
13 Nicole Barvie, Esq.
14 Attorney for PLAINTIFF

15 **DEMAND FOR A JURY TRIAL**

16 PLAINTIFF demands a jury trial on issues triable to a jury.

17 DATED: April 14, 2026

BARVIE LAW, APC

18
19 By: Nicole Barvie
20 Nicole Barvie, Esq.
21 Attorney for PLAINTIFF
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