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Attorneys for Plaintiff Madeline Palmer, on behalf of herself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

MADELINE PALMER, on behalf of herself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.,*

Plaintiff,

v.

OPENDOOR SERVICES, INC., a California corporation, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: STK-CV-UOE-2026-0002052

REPRESENTATIVE ACTION COMPLAINT FOR PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5 AND 2802, AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

Plaintiff MADELINE PALMER ("Plaintiff"), on behalf of herself and others as an "aggrieved employee" under the Labor Code Private Attorneys General Act of 2004, complains of OPENDOOR SERVICES, INC., a California corporation, and any subsidiaries or affiliated companies (hereinafter referred to as "Defendants") as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq*., on behalf of Plaintiff and other non-exempt California employees who currently work or formerly worked for Defendants ("Aggrieved Employees").

2. For at least one (1) year prior to the filing of this action and at least one (1) year prior to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to Labor Code § 2698 *et seq*., and continuing to the present (the "liability period"), Defendants have had consistent policies of:

a. Failing to pay correct premium wages to Plaintiff and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Wage Order 4-2001. Plaintiff and other Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay at the proper rate of pay for each missed first or second meal period. When Plaintiff and other Aggrieved Employees did receive a meal period, they were typically taken on-duty; however, their job duties and circumstances did not qualify them for an on-duty meal period (nor did Defendants maintain an on-duty meal period agreement). Defendants also failed to retain accurate records because Plaintiff and Aggrieved Employees did not record their start and end times for meal periods. This violates Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, 1194, and IWC Wage Order 4-2001;

b. Failing to pay correct premium wages to Plaintiff and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No.

4-2001. Plaintiff and Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. They were simply denied and not authorized to take their legally entitled rest periods (they were typically taken while on-duty if at all) and were never paid premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001;

c. Failing to reimburse Plaintiff and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, personal vehicle expenses. Although Defendants did reimburse Plaintiff and Aggrieved Employee at the rate of 45 cents per mile driven, this is less than the required 2025 IRS mileage reimbursement rate of 72.5 cents per mile driven. Labor Code § 2802 states that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties. These instances violate Labor Code § 2802;

d. Failing to provide Plaintiff and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Plaintiff and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3; and

e. Failing to pay Plaintiff and Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201-203. As stated above, Plaintiff and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203 and is alleged on behalf of Plaintiff and certain Aggrieved Employees no longer employed by Defendants.

3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code § 2698 *et seq*., seeks civil penalties for Defendants' violations of the California Labor Code.

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The Labor Code violations alleged against Defendants herein arose in San Joaquin County, California.

III.

PARTIES

A. Plaintiff

5. Plaintiff MADELINE PALMER was employed by Defendants from February 2023 through October 25, 2025 in San Joaquin County, California as an Instructor.

B. Defendant

6. Defendant OPENDOOR SERVICES, INC. is a California corporation that employed Plaintiff and Aggrieved Employees in San Joaquin County, California.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of the Defendants is legally attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS

CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5 AND 2802, AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

a. Pursuant to Labor Code § 2699(f), $100 for each initial violation and $200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5 and 2802; and

b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

13. Civil penalties recovered will be allocated 65% to the Labor and Workforce Development Agency, and 35% to the affected employees.

14. On January 9, 2026, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq*. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)

calendar days of January 9, 2026. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;

2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and

4. Such other and further relief as this Court may deem just and proper.

Dated: March 17, 2026

Respectfully submitted,

GAINES LAW CORPORATION

By: ______________________
EVAN S. GAINES
Attorneys for Plaintiff