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Superior Court of California,
County of Placer
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

BRENT ANDERSON, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

PLUMAS BANK, a California corporation;
PLUMAS BANCORP, a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: T-CV-0002819

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Brent Anderson, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court, because Defendants employ persons within the
5 County of Placer, and have violated the requirements of the California Labor Code and
6 applicable IWC Wage Order in this county which give rise to the penalties sought in this
7 action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of
8 the California Labor Code and applicable IWC Wage Order in at least two locations within the
9 County of Placer, including Defendants' branch locations in Kings Beach (8475 North Lake
10 Boulevard, Kings Beach, California 96143) and Tahoe City (215 North Lake Boulevard,
11 Tahoe City, California 96145). Pursuant to California Civil Code of Procedure section 393,
12 venue is proper for the recovery of a penalty or forfeiture imposed by statute in the county in
13 which the cause, or some part of the cause, arose. Because Defendants have employees in
14 Placer County and Plaintiff could bring this action to recover penalties in Placer County,
15 venue is proper.

16 **THE PARTIES**

17 4. Plaintiff Brent Anderson is a resident of Susanville, in Lassen County,
18 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
19 approximately February 2022 to December 2025. Plaintiff worked for Defendants as a Client
20 Services Specialist at their location in Susanville, California. During his employment,
21 Plaintiff typically worked eight (8) hours or more per day and five (5) days or more per week.
22 Plaintiff's primary job duties included, without limitation, performing customer transactions,
23 opening new accounts, selling loans, operating the vault, and approving transactions of other
24 bank tellers.

25 5. PLUMAS BANK was and is, upon information and belief, a California
26 corporation, and at all times hereinafter mentioned, an employer whose employees are
27 engaged throughout this county and the State of California.

28 6. PLUMAS BANCORP was and is, upon information and belief, a California

1 corporation, and at all times hereinafter mentioned, an employer whose employees are
2 engaged throughout this county and the State of California.

3 7. Plaintiff is unaware of the true names or capacities of the Defendants sued
4 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
5 amend the complaint and serve such fictitiously named Defendants once their names and
6 capacities become known.

7 8. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
8 were the partners, agents, owners, or managers of PLUMAS BANK and PLUMAS
9 BANCORP at all relevant times.

10 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the
11 acts and omissions alleged herein was performed by, or is attributable to PLUMAS BANK,
12 PLUMAS BANCORP, and/or DOES 1 through 10 (collectively, “Defendants” or “PLUMAS
13 BANK”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in
14 concert with, each of the other co-Defendants and was acting within the course and scope of
15 such agency, employment, joint venture, or concerted activity with legal authority to act on
16 the others’ behalf. The acts of any and all Defendants were in accordance with, and represent,
17 the official policy of Defendants.

18 10. At all relevant times, Defendants, and each of them, ratified each and every act
19 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
20 and abetted the acts and omissions of each and all the other Defendants in proximately causing
21 the damages herein alleged.

22 11. Plaintiff is informed and believes, and thereon alleges, that each of said
23 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
24 omissions, occurrences, and transactions alleged herein.

25 12. Under California law, Defendants are jointly and severally liable as employers
26 for the violations alleged herein because they have each exercised sufficient control over the
27 wages, hours, working conditions, and employment status of Plaintiff and class members.
28 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and

1 controlled their work schedule and/or conditions of employment, determined their rate of pay,
2 and maintained their employment records. Defendants suffered or permitted Plaintiff and
3 class members to work and/or “engaged” Plaintiff and class members so as to create a
4 common-law employment relationship. As joint employers of Plaintiff and class members,
5 Defendants are jointly and severally liable for the civil penalties and all other relief available
6 to Plaintiff and class members under the law.

7 13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
8 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
9 members because Defendants have:

- 10 (a) jointly exercised meaningful control over the work performed by
11 Plaintiff and class members;
- 12 (b) jointly exercised meaningful control over Plaintiff’s and class members’
13 wages, hours, and working conditions, including the quantity, quality
14 standards, speed, scheduling, and operative details of the tasks
15 performed by Plaintiff and class members;
- 16 (c) jointly required that Plaintiff and class members perform work which is
17 an integral part of Defendants’ businesses; and
- 18 (d) jointly exercised control over Plaintiff and class members as a matter of
19 economic reality in that Plaintiff and class members were dependent on
20 Defendants, who shared the power to set the wages of Plaintiff and class
21 members and determined their working conditions, and who jointly
22 reaped the benefits from the underpayment of their wages and
23 noncompliance with other statutory provisions governing their
24 employment.

25 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
26 there has existed a unity of interest and ownership between Defendants such that any
27 individuality and separateness between the entities has ceased.

28 15. PLUMAS BANK, PLUMAS BANCORP, and DOES 1 through 10 are therefore

1 alter egos of each other.

2 16. Adherence to the fiction of the separate existence of Defendants would permit
3 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
4 from liability for the wrongful acts committed by them under the name “PLUMAS BANK.”

5 17. Plaintiff further alleges, upon information and belief, that Defendants
6 PLUMAS BANK and PLUMAS BANCORP, are alter egos of each other for the following
7 reasons:

- 8 (a) According to PLUMAS BANCORP’s SEC Form 10-K filing for 2024¹,
9 PLUMAS BANK is a wholly-owned subsidiary of PLUMAS
10 BANCORP;
- 11 (b) On the California Secretary of State’s website
12 (<https://bizfileonline.sos.ca.gov/>), PLUMAS BANK and PLUMAS
13 BANCORP share the same principal address and mailing address of “35
14 S LINDAN AVE., QUINCY, CA 95971”;
- 15 (c) According to their most recent forms filed with the California Secretary
16 of State, PLUMAS BANK and PLUMAS BANCORP share the officers,
17 including, but not limited to, Secretary Michonne Assuage, Chief
18 Financial Officer Richard Belstock, and Chief Executive Officer
19 Andrew Ryback;
- 20 (d) On the California Secretary of State’s website, PLUMAS BANK and
21 PLUMAS BANCORP share the same agent for service of process,
22 Richard Belstock; and
- 23 (e) On information and belief, PLUMAS BANK and PLUMAS BANCORP
24 utilize the same standardized employment forms and issue the same
25 employment policies.

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27 ¹ 10-K Annual Report 03/19/2025, “Financial Information | SEC Filings”
28 <https://ir.plumasbank.com/financial-information/sec-filings/sec-filings-details/> (last accessed
February 18, 2026).

GENERAL ALLEGATIONS

18. Defendants are a locally managed, full-service bank with 17 branch locations in Northern California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Quincy, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

19. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

20. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Quincy, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee’s employment ends.

21. Defendants continue to employ non-exempt or hourly paid employees in California.

22. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

1 23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
2 members were not paid for all hours worked because all hours worked were not recorded.

3 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to receive certain wages for
5 overtime compensation and that they were not receiving certain wages for overtime
6 compensation.

7 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to be paid at a regular rate
9 of pay, and corresponding rates of pay for overtime wages and/or meal and rest period
10 premiums, that included as eligible income all remuneration required by law, including but not
11 limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other
12 forms of compensation, but failed to include all forms of remuneration in calculating the
13 regular rate of pay for Plaintiff and class members.

14 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to receive at least minimum
16 wages for compensation and that they were not receiving at least minimum wages for work
17 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
18 and class members were not paid at least minimum wages for work done off-the-clock.

19 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to meal periods in
21 accordance with the California Labor Code and applicable IWC Wage Order or payment of
22 one (1) additional hour of pay at their regular rates of pay when they were not provided with
23 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
24 were not provided with all meal periods or payment of one (1) additional hour of pay at their
25 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
26 period.

27 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to rest periods in

1 accordance with the California Labor Code and applicable IWC Wage Order or payment of
2 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
3 permitted to take a compliant rest period and that Plaintiff and class members were not
4 authorized and permitted to take compliant rest periods or provided with payment of one (1)
5 additional hour of pay at their regular rates of pay when they were not authorized and
6 permitted to take a compliant rest period.

7 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to receive complete and
9 accurate wage statements in accordance with California law. In violation of the California
10 Labor Code, Plaintiff and class members were not provided complete and accurate wage
11 statements.

12 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that they had a duty to maintain accurate and complete payroll records in
14 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
15 knowingly, and intentionally failed to do so.

16 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to timely payment of all
18 wages earned upon termination of employment. In violation of the California Labor Code,
19 Plaintiff and class members did not receive payment of all wages due, including, but not
20 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
21 permissible time periods.

22 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to timely payment of wages
24 during their employment. In violation of the California Labor Code, Plaintiff and class
25 members did not receive payment of all wages, including, but not limited to, overtime wages,
26 minimum wages, and/or meal and rest period premiums, within permissible time periods.

27 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to receive full

1 reimbursement for all business-related expenses and costs they incurred during the course and
2 scope of their employment and that they did not receive full reimbursement of applicable
3 business-related expenses and costs incurred.

4 34. Plaintiff is informed and believes, and thereon alleges, that at all times herein
5 mentioned, Defendants knew or should have known that Defendants had a duty to provide
6 Plaintiff and class members with written notice of the material terms of their employment with
7 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

8 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants knew or should have known that they had a duty to compensate
10 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
11 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
12 falsely represented to Plaintiff and class members that they were properly denied wages, all in
13 order to increase Defendants' profits.

14 **PAGA REPRESENTATIVE ALLEGATIONS**

15 36. At all times herein set forth, PAGA provides that any provision of law under
16 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
17 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
18 violations of the California Labor Code and applicable IWC Wage Order may, as an
19 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
20 themselves and other current or former employees pursuant to procedures outlined in
21 California Labor Code section 2699.3.

22 37. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
23 "any person who was employed by the alleged violator and personally suffered each of the
24 violations alleged."

25 38. Plaintiff and other current and former employees of Defendants are "aggrieved
26 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'
27 current or former employees and each of the alleged violations were committed against them.

28 39. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved

1 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
2 following requirements have been met:

- 3 (a) The aggrieved employee or representative shall give written notice by
4 online filing with the LWDA and by certified mail to the employer of
5 the specific provisions of the California Labor Code alleged to have
6 been violated, including the facts and theories to support the alleged
7 violation.
- 8 (b) An aggrieved employee's notice filed with the LWDA pursuant to
9 2699.3(a) and any employer response to that notice shall be
10 accompanied by a filing fee of seventy-five dollars (\$75).
- 11 (c) The LWDA shall notify the employer and the aggrieved employee or
12 representative by certified mail that it does not intend to investigate the
13 alleged violation ("LWDA Notice") within sixty (60) calendar days of
14 the postmark date of the aggrieved employee's notice. Upon receipt of
15 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
16 (65) calendar days of the postmark date of the aggrieved employee's
17 notice, the aggrieved employee may commence a civil action pursuant
18 to California Labor Code section 2699 to recover civil penalties.

19 40. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
20 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
21 provision other than those listed in Section 2699.5 after the following requirements have been
22 met:

- 23 (a) The aggrieved employee or representative shall give written notice by
24 online filing with the LWDA and by certified mail to the employer of
25 the specific provisions of the California Labor Code alleged to have
26 been violated (other than those listed in Section 2699.5), including the
27 facts and theories to support the alleged violation.
- 28 (b) An aggrieved employee's notice filed with the LWDA pursuant to

2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

41. On February 27, 2026, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1160678-26. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated February 27, 2026, is attached hereto as "Exhibit 1".

42. As of the filing date of this amended complaint, over 65 days have passed since Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

43. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

44. Labor Code section 558(a) provides "[a]ny employer or other person acting on

1 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
2 provision regulating hours and days of work in any order of the Industrial Welfare
3 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
4 dollars (\$50) for each underpaid employee for each pay period for which the employee was
5 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
6 underpaid employee for each pay period for which the employee was underpaid” Labor
7 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
8 to any other civil or criminal penalty provided by law.”

9 45. Defendants, at all times relevant to this complaint, were employers or persons
10 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
11 rights by violating various sections of the California Labor Code as set forth above.

12 46. As set forth below, Defendants have violated numerous provisions of both the
13 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
14 Order.

15 47. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
16 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
17 interest as a private attorney general, seeks assessment and collection of civil penalties and
18 injunctive relief for himself, all other aggrieved employees, and the State of California against
19 Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
20 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

21 **CLASS ACTION ALLEGATIONS**

22 48. Plaintiff brings this action on his own behalf, as well as on behalf of each and
23 all other persons similarly situated, and thus seeks class certification under California Code of
24 Civil Procedure section 382.

25 49. All claims alleged herein arise under California law for which Plaintiff seeks
26 relief authorized by California law.

27 50. Plaintiff’s proposed class consists of and is defined as follows:

28 All persons who worked for Defendants as non-exempt, hourly

1 paid employees in California, within four years prior to the filing
2 of the initial complaint until the date of trial ("Class").

3 51. Plaintiff's proposed subclass consists of and is defined as follows:

4 All persons who worked for Defendants as non-exempt, hourly
5 paid employees in California and who received at least one wage
6 statement within one (1) year prior to the filing of the initial
7 complaint until the date of trial ("Subclass").

8 52. Members of the Class and Subclass are referred to herein as "class members."

9 53. Plaintiff reserves the right to redefine the Class and Subclass and to add
10 additional subclasses as appropriate based on further investigation, discovery, and specific
11 theories of liability.

12 54. There are common questions of law and fact as to class members that
13 predominate over questions affecting only individual members, including, but not limited to:

- 14 (a) Whether Defendants required Plaintiff and class members to work over
15 eight (8) hours per day, over twelve (12) hours per day, or over forty
16 (40) hours per week and failed to pay all legally required overtime
17 compensation to Plaintiff and class members;
- 18 (b) Whether Defendants failed to include all forms of remuneration in the
19 regular rate of pay as required by law for purposes of paying overtime
20 wages and/or meal and rest period premiums to Plaintiff and class
21 members;
- 22 (c) Whether Defendants failed to pay Plaintiff and class members at least
23 minimum wages for all hours worked;
- 24 (d) Whether Defendants failed to provide Plaintiff and class members with
25 meal periods;
- 26 (e) Whether Defendants failed to authorize and permit Plaintiff and class
27 members to take rest periods;
- 28 (f) Whether Defendants provided Plaintiff and class members with
complete and accurate wage statements as required by California Labor
Code section 226(a);

- 1 (g) Whether Defendants maintained accurate payroll records as required by
2 California Labor Code section 1174(d);
- 3 (h) Whether Defendants failed to pay earned overtime wages, minimum
4 wages, and/or meal and rest period premiums due to Plaintiff and class
5 members upon their discharge;
- 6 (i) Whether Defendants failed to timely pay overtime wages, minimum
7 wages, and/or meal and rest period premiums to Plaintiff and class
8 members during their employment;
- 9 (j) Whether Defendants failed to reimburse Plaintiff and class members for
10 necessary and required business-related expenditures and/or losses
11 incurred by them in the scope of their employment;
- 12 (k) Whether Defendants failed to provide written notice of information
13 material to Plaintiff's and class members' employment with Defendants;
- 14 (l) Whether Defendants engaged in unlawful and unfair business practices
15 in violation of California Business & Professions Code sections 17200,
16 *et seq.*; and
- 17 (m) The appropriate amount of damages, restitution, or monetary penalties
18 resulting from Defendants' violations of California law.

19 55. There is a well-defined community of interest in the litigation and the class
20 members are readily ascertainable:

- 21 (a) Numerosity: The class members are so numerous that joinder of all
22 members would be unfeasible and impractical. The membership of the
23 entire class is unknown to Plaintiff at this time; however, the class is
24 estimated to be greater than one hundred (100) individuals and the
25 identity of such membership is readily ascertainable by inspection of
26 Defendants' employment records.
- 27 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
28 protect the interests of each class member with whom he has a well-

1 defined community of interest, and Plaintiff's claims (or defenses, if
2 any) are typical of all class members as demonstrated herein.

3 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
4 protect the interests of each class member with whom he has a well-
5 defined community of interest and typicality of claims, as demonstrated
6 herein. Plaintiff acknowledges that he has an obligation to make known
7 to the Court any relationship, conflicts or differences with any class
8 member. Plaintiff's attorneys, the proposed class counsel, are versed in
9 the rules governing class action discovery, certification, and settlement.
10 Plaintiff has incurred, and throughout the duration of this action, will
11 continue to incur costs and attorneys' fees that have been, are, and will
12 be necessarily expended for the prosecution of this action for the
13 substantial benefit of each class member.

14 (d) Superiority: The nature of this action makes the use of class action
15 adjudication superior to other methods. A class action will achieve
16 economies of time, effort, and expense as compared with separate
17 lawsuits, and will avoid inconsistent outcomes because the same issues
18 can be adjudicated in the same manner and at the same time for the
19 entire class.

20 (e) Public Policy Considerations: Employers in the State of California
21 violate employment and labor laws every day. Current employees are
22 often afraid to assert their rights out of fear of direct or indirect
23 retaliation. Former employees are fearful of bringing actions because
24 they believe their former employers might damage their future
25 endeavors through negative references and/or other means. Class
26 actions provide the class members who are not named in the complaint
27 with a type of anonymity that allows for the vindication of their rights
28 while simultaneously protecting their privacy.

1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

3 **(Against all Defendants)**

4 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 57. Labor Code section 1198 makes it illegal to employ an employee under
7 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
8 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
9 shall be the . . . standard conditions of labor for employees. The employment of any employee
10 . . . under conditions of labor prohibited by the order is unlawful.”

11 58. California Labor Code section 1198 and the applicable IWC Wage Order
12 provide that it is unlawful to employ persons without compensating them at a rate of pay
13 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
14 number of hours worked by the person on a daily or weekly basis.

15 59. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and class members working more than eight (8) hours in a day
17 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
18 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
19 workweek.

20 60. The applicable IWC Wage Order further provides that Defendants are and were
21 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
22 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
23 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
24 employee, including nondiscretionary bonuses and incentive pay.

25 61. California Labor Code section 510 codifies the right to overtime compensation
26 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
27 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
28 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate

1 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
2 in a day on the seventh (7th) day of work.

3 62. During the relevant time period, Defendants willfully failed to pay all overtime
4 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
5 class members were not paid overtime premiums for all of the hours they worked in excess of
6 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
7 hours in a week, because all hours worked were not recorded.

8 63. During the relevant time period, Defendants had, and continue to have, a
9 company-wide policy and/or practice of requiring Plaintiff and class members to perform
10 work off-the-clock outside of their scheduled shifts. For example, Plaintiff was required to
11 monitor and respond to group text messages from Defendants' management to discuss work-
12 related matters regarding scheduling or tasks that needed to be performed. Plaintiff spent
13 approximately 15 minutes per week addressing these communications, time for which he was
14 not paid. Defendants failed to track all of the time that employees spent performing work-
15 related tasks outside of their shifts, and Plaintiff and class members received no compensation
16 for this time.

17 64. Defendants knew or should have known that as a result of these company-wide
18 practices and/or policies, Plaintiff and class members were performing their assigned duties
19 off-the-clock outside of their shifts, and were suffered or permitted to perform work for which
20 they were not paid. Because Plaintiff and class members worked shifts of eight (8) hours or
21 more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for
22 overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages
23 for all of the overtime hours they actually worked.

24 65. Furthermore, on information and belief, Defendants did not pay Plaintiff and
25 class members the correct overtime rate for the recorded overtime hours that they generated.
26 In addition to an hourly wage, Defendants paid Plaintiff and class members incentive pay,
27 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
28 California Labor Code, Defendants failed to incorporate all compensation, including incentive

1 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
2 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
3 times when Plaintiff and class members worked overtime and received these other forms of
4 pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than
5 required.

6 66. Defendants' failure to pay Plaintiff and class members the balance of overtime
7 compensation as required by California law, violates the provisions of California Labor Code
8 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
9 members are therefore entitled to recover from Defendants their unpaid overtime
10 compensation, as well as interest, costs, and attorneys' fees.

11 **SECOND CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 13 **Minimum Wages**

14 **(Against all Defendants)**

15 67. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
16 and every allegation set forth above.

17 68. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
18 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
19 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
20 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the
21 time during which an employee is subject to the control of an employer, and includes all the
22 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
23 Code Regs. Tit. 8, § 11040(2)(L) (defining "Hours Worked").

24 69. As set forth above, during the relevant time period, Defendants had a company-
25 wide policy and/or practice requiring Plaintiff and class members to perform work-related
26 tasks while off-the-clock outside of their scheduled shifts, including communicating with
27 Defendants' management via text messages to discuss work-related matters. Defendants
28 failed to track this time Plaintiff and class members spent working off-the-clock, and Plaintiff

1 and class members received no compensation for this time.

2 70. Defendants did not pay minimum wages for all hours worked by Plaintiff and
3 class members. To the extent that these off-the-clock hours did not qualify for overtime
4 premium payment, Defendants did not pay at least minimum wages for those hours worked
5 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
6 1198.

7 71. Defendants' failure to pay Plaintiff and class members minimum wages violates
8 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
9 California Labor Code section 1194.2, Plaintiff and class members are therefore entitled to
10 recover from Defendants liquidated damages in an amount equal to the wages unlawfully
11 unpaid and interest thereon.

12 **THIRD CAUSE OF ACTION**

13 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 14 **Violations** 15 **(Against all Defendants)**

16 72. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 73. At all relevant times herein set forth, California Labor Code section 512(a)
19 provides that an employer may not require, cause, or permit an employee to work for a period
20 of more than five (5) hours per day without providing the employee with a meal period of not
21 less than thirty (30) minutes, except that if the total work period per day of the employee is
22 not more than six (6) hours, the meal period may be waived by mutual consent of both the
23 employer and the employee. Under California law, first meal periods must start after no more
24 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal.4th 1004, 1041-1042 (2012).

25 74. At all relevant times herein set forth, California Labor Code sections 226.7,
26 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
27 meal period mandated by an applicable order of the IWC.

28 75. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and

1 the applicable IWC Wage Order also require employers to provide a second meal period of
2 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
3 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
4 hours worked is no more than twelve (12) hours, the second meal period may be waived by
5 mutual consent of the employer and the employee only if the first meal period was not waived.

6 76. During the relevant time period, Defendants had, and continue to have, a
7 company-wide policy and/or practice of understaffing their locations while assigning time-
8 sensitive duties, such as submitting cash or general ledger reports by a specific time, which
9 resulted in a lack of meal period coverage and prevented Plaintiff and class members from
10 taking all timely, uninterrupted meal periods to which they were entitled. Further, Defendants
11 had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods,
12 which further caused Plaintiff and class members to not be relieved of their duties for
13 compliant meal periods.

14 77. As a result, Plaintiff and class members had to work through all or part of their
15 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
16 before taking meal periods. For example, Plaintiff sometimes missed his meal periods or took
17 them late, after the fifth hour of work, due to the lack of coverage.

18 78. At all times herein mentioned, Defendants knew or should have known that, as
19 a result of these policies, Plaintiff and class members were prevented from being relieved of
20 all duties to take timely, uninterrupted meal periods. Defendants further knew or should have
21 known that Defendants did not pay Plaintiff and class members all meal period premiums
22 when meal periods were late, missed, shortened, or interrupted.

23 79. Furthermore, Defendants engaged in a company-wide practice and/or policy of
24 not paying all meal period premiums owed when compliant meal periods were not provided.
25 Because of this practice and/or policy, Plaintiff and class members have not received premium
26 pay for missed, late, shortened, and interrupted meal periods. Alternatively, to the extent that
27 Defendants did pay Plaintiff and class members premium pay for missed, late, shortened, and
28 interrupted meal periods, Defendants did not pay Plaintiff and class members at the correct

1 rate of pay for premiums because Defendants systematically failed to include all forms of
2 compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of
3 remuneration, in the regular rate of pay. As a result, Defendants failed to provide Plaintiff and
4 class members compliant meal periods in violation of California Labor Code sections 226.7,
5 512(a), and 516 and failed to pay the full meal period premiums due.

6 80. Defendants' conduct violates the applicable IWC Wage Order, and California
7 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
8 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
9 rate of compensation for each work day that the meal period was not provided.

10 **FOURTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 12 **(Against all Defendants)**

13 81. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 82. At all relevant times herein set forth, the applicable IWC Wage Order and
16 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
17 members' employment by Defendants.

18 83. At all relevant times, the applicable IWC Wage Order provides that "[e]very
19 employer shall authorize and permit all employees to take rest periods, which insofar as
20 practicable shall be in the middle of each work period" and that the "rest period time shall be
21 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
22 hours or major fraction thereof" unless the total daily work time is less than three and one-half
23 (3 ½) hours.

24 84. At all relevant times, California Labor Code section 226.7 provides that no
25 employer shall require an employee to work during any rest period mandated by an applicable
26 order of the California IWC. To comply with its obligation to authorize and permit rest
27 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
28 employer must "relinquish any control over how employees spend their break time, and

1 relieve their employees of all duties—including the obligation that an employee remain on
2 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
3 *Inc.*, 2 Cal.5th 257, 273 (2016).

4 85. During the relevant time period, Defendants regularly failed to authorize and
5 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
6 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
7 practice, including understaffing while assigning time-sensitive duties, prevented Plaintiff and
8 class members from being relieved of all duties to take rest periods. Additionally, Defendants
9 failed to adhere to a schedule for rest periods, which, coupled with Defendants’ failure to
10 provide adequate rest period coverage, further led to Plaintiff and class members not being
11 authorized and permitted to take rest periods.

12 86. Furthermore, upon information and belief, during the relevant time period,
13 Defendants maintained a company-wide on-premises rest period policy, which effectively
14 required that Plaintiff and/or class members remain on the work premises during their rest
15 periods. Because Plaintiff and/or class members were restricted from leaving the premises
16 during rest periods, they were denied the ability to use their rest periods freely for their own
17 purposes, such as running personal errands. Thus, Defendants effectively maintained control
18 over Plaintiff and/or class members during rest periods.

19 87. As a result of Defendants’ practices and policies, Plaintiff and class members
20 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
21 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
22 Plaintiff missed his rest periods a few times per week due to the lack of rest period coverage.

23 88. Defendants have also engaged in a systematic, company-wide practice and/or
24 policy of not paying rest period premiums owed when rest periods are not authorized and
25 permitted. Because of this practice and/or policy, Plaintiff and class members have not
26 received premium pay for all missed rest periods. Alternatively, to the extent that Defendants
27 did pay Plaintiff and class members one (1) additional hour of premium pay for missed rest
28 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for

1 premiums because Defendants failed to include all forms of compensation, such as incentive
2 pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

3 89. Defendants' conduct violates the applicable IWC Wage Order and California
4 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
5 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
6 compensation for each work day that a compliant rest period was not authorized and
7 permitted.

8 **FIFTH CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 10 **Statements and Failure to Maintain Accurate Payroll Records** 11 **(Against all Defendants)**

12 90. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 91. At all relevant times herein set forth, California Labor Code section 226(a)
15 provides that every employer shall furnish each of his or her employees an accurate and
16 complete itemized wage statement in writing, including, but not limited to, the name and
17 address of the legal entity that is the employer, the inclusive dates of the pay period, total
18 hours worked, and all applicable rates of pay.

19 92. At all relevant times, Defendants have knowingly and intentionally provided
20 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
21 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
22 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
23 applicable hourly rates in effect during the pay period, including rates of pay for overtime
24 wages and/or meal and rest period premiums, and the corresponding number of hours worked
25 at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5),
26 and 226(a)(9).

27 93. Because Defendants did not accurately record the time Plaintiff and Subclass
28 members spent working off-the-clock, Defendants did not list the correct amount of gross

1 wages and net wages earned by Plaintiff and Subclass members in compliance with sections
2 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total
3 number of hours worked by Plaintiff and Subclass members in violation of section 226(a)(2),
4 and failed to list the applicable hourly rates of pay in effect during the pay period and
5 corresponding accurate number of work hours worked at each hourly rate in violation of
6 section 226(a)(9).

7 94. Moreover, because Defendants did not calculate Plaintiff's and Subclass
8 members' regular rate of pay correctly for purposes of paying overtime wages and/or meal and
9 rest period premiums, Defendants did not list the correct amount of gross wages in compliance
10 with section 226(a)(1). For the same reason, Defendants failed to list the correct amount of
11 net wages in violation of section 226(a)(5). Defendants also failed to correctly list all
12 applicable hourly rates in effect during the pay period, namely, correct rates of pay for
13 overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

14 95. The wage statement deficiencies also include, without limitation, failing to list
15 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
16 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
17 for which employees were paid; failing to list the name of the employee and only the last four
18 digits of his or her social security number or an employee identification number other than a
19 social security number; failing to list the name and address of the legal entity that is the
20 employer; and/or failing to state all hours worked as a result of not recording or stating hours
21 worked off-the-clock.

22 96. California Labor Code section 1174(d) provides that "[e]very person employing
23 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
24 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
27 applicable piece rate paid to, employees employed at the respective plants or
28 establishments" At all relevant times, and in violation of Labor Code section 1174(d),

Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

97. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period. During the relevant time period, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiff and Subclass members, in violation of section 1198.

98. Plaintiff and Subclass members are therefore entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination (Against all Defendants)

99. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

100. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and those class members no longer employed by Defendants upon their termination.

101. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of

1 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
2 her employment, his or her wages shall become due and payable not later than seventy-two
3 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
4 his or her intention to quit, in which case the employee is entitled to his or her wages at the
5 time of quitting.

6 102. During the relevant time period, Defendants willfully failed to pay Plaintiff and
7 class members who are no longer employed by Defendants the earned and unpaid wages set
8 forth above, including but not limited to, overtime wages, minimum wages, and/or meal and
9 rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their
10 leaving Defendants' employ.

11 103. Defendants' failure to pay Plaintiff and class members who are no longer
12 employed by Defendants their wages earned and unpaid at the time of discharge, or within
13 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
14 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
15 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
16 thirty (30) day maximum pursuant to California Labor Code section 203.

17 SEVENTH CAUSE OF ACTION

18 Violation of California Labor Code § 204—Failure to Timely Pay Wages During 19 Employment 20 (Against all Defendants)

21 104. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
22 and every allegation set forth above.

23 105. This cause of action is dependent upon, and wholly derivative of, the overtime
24 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
25 Plaintiff and class members during their employment.

26 106. At all times relevant herein set forth, Labor Code section 204 provides that all
27 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
28 days, inclusive, of any calendar month, other than those wages due upon termination of an

1 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
2 the month during which the labor was performed. Labor Code section 204 further provides
3 that all wages earned by any person in any employment between the sixteenth (16th) and the
4 last day, inclusive, of any calendar month, other than those wages due upon termination of an
5 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
6 month.

7 107. At all times relevant herein, Labor Code section 204 provides that all wages
8 earned for labor in excess of the normal work period shall be paid no later than the payday for
9 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
10 204 provides that the requirements of this section are deemed satisfied by the payment of
11 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
12 seven (7) calendar days following the close of the payroll period.

13 108. During the relevant time period, Defendants willfully failed to pay Plaintiff and
14 class members all wages due including, but not limited to, overtime wages, minimum wages,
15 and/or meal and rest period premiums, within the time periods specified by California Labor
16 Code section 204.

17 109. Defendants' failure to pay Plaintiff and class members all wages due violates
18 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
19 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

20 **EIGHTH CAUSE OF ACTION**

21 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 22 **(Against all Defendants)**

23 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 111. At all times herein set forth, California Labor Code section 2802 provides that
26 an employer must reimburse employees for all necessary expenditures and losses incurred by
27 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
28 to prevent employers from passing off their cost of doing business and operating expenses on

1 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137, 1144
2 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen
3 tools or equipment are required by the employer or are necessary to the performance of a job,
4 such tools and equipment shall be provided and maintained by the employer, except that an
5 employee whose wages are at least two (2) times the minimum wage provided herein may be
6 required to provide and maintain hand tools and equipment customarily required by the trade
7 or craft.”

8 112. During the relevant time period, Defendants, on a company-wide basis,
9 required that Plaintiff and class members use their own personal mobile devices, including,
10 but not limited to, cellular phones, and/or mobile data, to carry out their job duties but failed
11 to fully reimburse them for the costs of their work-related mobile device expenses. For
12 example, Plaintiff and class members used their personal mobile devices to communicate with
13 Defendants’ management and coworkers regarding work-related issues. As another example,
14 Plaintiff and class members were required to download various mobile applications such as
15 “Insperity Mobile,” which is an application Plaintiff and class members used to clock in and
16 out for their shifts and meal periods, in addition to a number of authenticator mobile
17 applications that were required for logging into various systems and accounts. Although
18 Defendants required Plaintiff and class members to utilize their personal mobile devices to
19 carry out their work-related responsibilities, Defendants failed to fully reimburse them for this
20 cost.

21 113. Defendants could have provided Plaintiff and class members with company
22 mobile devices; or, Defendants could have reimbursed employees for costs of their mobile
23 device usage. Instead, Defendants passed these operating costs onto Plaintiff and class
24 members.

25 114. Defendants’ company-wide policy and/or practice of not reimbursing
26 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
27 and class members violates California Labor Code section 2802. Defendants have
28 intentionally and willfully failed to reimburse Plaintiff and class members for necessary

business-related expenses and costs.

115. Pursuant to California Labor Code section 2802, Plaintiff and class members are therefore entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest, costs, and attorneys' fees.

NINTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

116. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation.

117. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and 2810.5.

118. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;
- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants' failure to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and other aggrieved employees, as alleged herein;
- (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to

1 compensate Plaintiff and other aggrieved employees with at least
2 minimum wages for all hours worked, as alleged herein;

3 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
5 and other aggrieved employees with meal periods, as alleged herein;

6 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
7 applicable IWC Wage Order for Defendants' failure to authorize and
8 permit Plaintiff and other aggrieved employees to take rest periods, as
9 alleged herein;

10 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
11 IWC Wage Order for failure to provide accurate and complete wage
12 statements to Plaintiff and other aggrieved employees, as alleged herein;

13 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
14 IWC Wage Order for failure to maintain payroll records, as alleged
15 herein;

16 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
17 earned wages upon termination, as alleged herein;

18 (i) Violation of Labor Code section 204 for failure to pay all earned wages
19 during employment, as alleged herein;

20 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
21 and other aggrieved employees for all business expenses necessarily
22 incurred, as alleged herein; and

23 (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to
24 provide notice of material terms of employment, as set forth below.

25 119. At all relevant times herein, California's Wage Theft Prevention Act was
26 enacted to ensure that employers provide employees with basic information material to their
27 employment relationship at the time of hiring, and to ensure that employees are given written
28 and timely notice of any changes to basic information material to their employment. Codified

1 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
2 time of hiring, an employer must provide written notice to employees containing basic and
3 material payroll information, including, among other things, the rate(s) of pay and basis
4 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
5 including any rates for overtime, the regular payday designated by the employer, and any
6 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
7 Code § 2810.5(a)(1)(A)-(C).

8 120. At all relevant times, Defendants failed, on a company-wide basis, to provide
9 written notice to Plaintiff and other aggrieved employees that lists the requisite information
10 set forth in Labor Code section 2810.5(a)(1)(A)-(C).

11 121. Defendants' failure to provide Plaintiff and other aggrieved employees with
12 written notice of basic information regarding their employment with Defendants is in violation
13 of California Labor Code section 2810.5. Plaintiff and other aggrieved employees are
14 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
15 (k).

16 **TENTH CAUSE OF ACTION**

17 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

18 **Unlawful Business Practices**

19 **(Against all Defendants)**

20 122. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 123. Defendants are "persons" as defined by California Business & Professions
23 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
24 and/or associations.

25 124. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
26 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
27 suffered injury in fact and has lost money as a result of Defendants' unlawful business
28 practices. Plaintiff seeks to enforce important rights affecting the public interest within the

1 meaning of Code of Civil Procedure section 1021.5.

2 125. Defendants' activities, as alleged herein, are violations of California law, and
3 constitute unlawful business acts and practices in violation of California Business &
4 Professions Code sections 17200, *et seq.*

5 126. A violation of California Business & Professions Code sections 17200, *et seq.*
6 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
7 policies and practices have violated state law in at least the following respects:

- 8 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
9 class members, to work overtime without paying them proper
10 compensation in violation of California Labor Code sections 510 and
11 1198, and the applicable IWC Wage Order, as alleged herein;
- 12 (b) Failing to include all forms of remuneration in the regular rate of pay as
13 required by law for purposes of paying overtime wages and/or meal and
14 rest period premiums to Plaintiff and class members, in violation of
15 California Labor Code sections 226.7, 510, and 1198, and the applicable
16 IWC Wage Order, as alleged herein;
- 17 (c) Failing to pay at least minimum wage to Plaintiff and class members in
18 violation of California Labor Code sections 1182.12, 1194, 1197,
19 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
20 herein;
- 21 (d) Failing to provide all meal periods to Plaintiff and class members in
22 violation of California Labor Code sections 226.7, 512(a), 516, and
23 1198, and the applicable IWC Wage Order, as alleged herein;
- 24 (e) Failing to authorize and permit Plaintiff and class members to take all
25 rest periods in violation of California Labor Code sections 226.7, 516,
26 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 27 (f) Failing to provide Plaintiff and class members with accurate wage
28 statements and failing to maintain accurate payroll records in violation

of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

- (g) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;
- (h) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and
- (i) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

127. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

128. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and class members that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

129. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members

1 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
2 herein.

3 130. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
4 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
5 Defendants during a period that commences four years prior to the filing of the initial
6 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
7 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
8 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

9 **ELEVENTH CAUSE OF ACTION**

10 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

11 **Unfair Business Practices**

12 **(Against all Defendants)**

13 131. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 132. Defendants are "persons" as defined by California Business & Professions
16 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
17 and/or associations.

18 133. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
19 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
20 injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff
21 seeks to enforce important rights affecting the public interest within the meaning of Code of
22 Civil Procedure section 1021.5.

23 134. Defendants' activities, namely Defendants' company-wide practice and/or
24 policy of not paying Plaintiff and class members all meal and rest period premiums due to
25 them under Labor Code section 226.7, deprived Plaintiff and class members of the
26 compensation guarantee and enhanced enforcement implemented by section 226.7. The
27 statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to
28 compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v.*

1 *Superior Court*, 238 Cal.App.4th 1138, 1149 (2015). The statutory benefits of section 226.7
2 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
3 and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an
4 unfair business practice in violation of California Business & Professions Code sections
5 17200, *et seq.* (*Id.*)

6 135. A violation of California Business & Professions Code sections 17200, *et seq.*
7 may be predicated on any unfair business practice. In the instant case, Defendants' policies
8 and practices have violated the spirit of California's meal and rest period laws and constitute
9 acts against the public policy behind these laws.

10 136. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
11 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
12 benefits implemented by section 226.7 withheld and retained by Defendants during a period
13 that commences four years prior to the filing of the initial complaint; a permanent injunction
14 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
15 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
16 Procedure section 1021.5 and other applicable laws; and an award of costs.

17 **REQUEST FOR JURY TRIAL**

18 Plaintiff requests a trial by jury.

19 **PRAYER FOR RELIEF**

20 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
21 against Defendants, jointly and severally, as follows:

22 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
23 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
24 reserves the right to amend his prayer for relief to seek a different amount.

25 **Class Certification**

- 26 2. That this case be certified as a class action;
- 27 3. That Plaintiff be appointed as the representative of the Class and Subclass;
- 28 4. That counsel for Plaintiff be appointed as class counsel.

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willfully failing to provide all meal periods to Plaintiff and class members;

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

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

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

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

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

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

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

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

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

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

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

1 appropriate.

2 **As to the Seventh Cause of Action**

3 42. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
5 overtime wages, minimum wages, and/or meal and rest period premiums during their
6 employment;

7 43. For all actual, consequential and incidental losses and damages, according to
8 proof;

9 44. For statutory penalties, plus 25 percent of the amount of wages unlawfully
10 withheld, according to proof pursuant to California Labor Code section 210;

11 45. For pre-judgment interest on any unpaid wages from the date such amounts
12 were due, or as otherwise provided by law;

13 46. For attorneys' fees pursuant to California Code of Civil Procedure section
14 1021.5, or as otherwise provided by law; and

15 47. For such other and further relief as the Court may deem equitable and
16 appropriate.

17 **As to the Eighth Cause of Action**

18 48. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
20 related expenses and costs incurred by Plaintiff and class members;

21 49. For unpaid business-related expenses and such general and special damages as
22 may be appropriate;

23 50. For pre-judgment interest on any unpaid business-related expenses from the
24 date such amounts were due pursuant to California Labor Code section 2802(b), or as
25 otherwise provided by law;

26 51. For all actual, consequential, and incidental losses and damages, according to
27 proof;

28 52. For attorneys' fees and costs pursuant to California Labor Code section

1 2802(c), or as otherwise provided by law; and

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

4 **As to the Ninth Cause of Action**

5 54. That the Court declare, adjudge and decree that Defendants violated the
6 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
7 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing
8 to include all forms of remuneration in the regular rate of pay for purposes of paying overtime
9 wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by
10 failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by
11 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit
12 all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements
13 and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages
14 upon termination); 204 (by failing to timely pay all earned wages during employment); 2802
15 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of
16 material terms of employment);

17 55. For civil penalties pursuant to the California Labor Code, including sections
18 210, 226.3, 256, 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California Labor
19 Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
20 1197.1, 1198, 2802, and 2810.5;

21 56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
22 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
23 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
24 1198, 2802, and 2810.5;

25 57. For attorneys' fees and costs pursuant to California Labor Code section
26 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
27 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
28 1197, 1197.1, 1198, 2802, and 2810.5;

1 58. For pre-judgment and post-judgment interest as provided by law; and
2 59. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 **As to the Tenth Cause of Action**

5 60. That the Court declare, adjudge and decree that Defendants' conduct of failing
6 to provide Plaintiff and class members all overtime wages due to them, failing to include all
7 forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or
8 meal and rest period premiums to Plaintiff and class members, failing to provide Plaintiff and
9 class members all minimum wages due to them, failing to provide Plaintiff and class members
10 all meal periods, failing to authorize and permit Plaintiff and class members to take all rest
11 periods, failing to provide Plaintiff and class members accurate and complete wage
12 statements, failing to maintain accurate payroll records for Plaintiff and class members, failing
13 to timely pay Plaintiff and class members all earned wages during employment, failing to
14 reimburse Plaintiff and class members for business-related expenses, and failing to provide
15 written notice of material terms of employment, constitutes an unlawful business practice in
16 violation of California Business and Professions Code sections 17200, *et seq.*;

17 61. For restitution of unpaid wages to Plaintiff and all class members and
18 prejudgment interest from the day such amounts were due and payable;

19 62. For the appointment of a receiver to receive, manage and distribute any and all
20 funds disgorged from Defendants and determined to have been wrongfully acquired by
21 Defendants as a result of violations of California Business & Professions Code sections
22 17200, *et seq.*;

23 63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Code of Civil Procedure section 1021.5; and

25 64. For such other and further relief as the Court may deem equitable and
26 appropriate.

27 **As to the Eleventh Cause of Action**

28 65. That the Court declare, adjudge and decree that Defendants' conduct of denying

1 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
2 an unfair business practice in violation of California Business and Professions Code sections
3 17200, *et seq.*;

4 66. For restitution of the statutory benefits under section 226.7 unfairly withheld
5 from Plaintiff and class members and prejudgment interest from the day such amounts were
6 due and payable;

7 67. For the appointment of a receiver to receive, manage and distribute any and all
8 funds disgorged from Defendants and determined to have been wrongfully acquired by
9 Defendants as a result of violations of California Business & Professions Code sections
10 17200, *et seq.*;

11 68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Code of Civil Procedure section 1021.5;

13 69. For pre-judgment and post-judgment interest as provided by law; and

14 70. For such other and further relief as the Court may deem equitable and
15 appropriate.

16
17 Dated: July 13, 2026

Respectfully submitted,

Capstone Law APC

19
20 By: Roxanna Tabatabaee pour

Roxanna Tabatabaee pour

Ryan Tish

Alexander Wallin

22 Attorneys for Plaintiff Brent Anderson
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EXHIBIT “1”

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

February 27, 2026

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Brent Anderson v. Plumas Bank, et al.*

Dear PAGA Administrator:

This office represents Brent Anderson in connection with his claims under the California Labor Code. Mr. Anderson was an employee of PLUMAS BANK and/or PLUMAS BANCORP. For the purpose of this letter, Mr. Anderson collectively refers to these entities as “PLUMAS BANK.”

The employers may be contacted directly at the addresses below:

PLUMAS BANK
35 S LINDAN AVE.
QUINCY, CA 95971

PLUMAS BANCORP
35 S LINDAN AVE
QUINCY, CA 95971

Mr. Anderson intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Anderson seeks relief on behalf of himself, the State of California, and other persons who are or were employed by PLUMAS BANK as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PLUMAS BANK employed Mr. Anderson as an hourly paid, non-exempt employee from approximately February 2022 to December 2025. Mr. Anderson worked as a Client Services Specialist for PLUMAS BANK at one of its branches in Susanville, California. During his employment, Mr. Anderson typically worked eight (8) hours or more per day and five (5) days or more per week. By the end of his employment, Mr. Anderson was compensated approximately \$27.06 per hour. His job duties included, without limitation, performing customer transactions, opening new accounts, selling loans, operating the vault, and approving transactions of other bank tellers.

PLUMAS BANK committed each of the following Labor Code violations against Mr. Anderson, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

PLUMAS BANK’s Company-Wide and Uniform Payroll and HR Practices

PLUMAS BANK and PLUMAS BANCORP are California corporations that operate a locally managed, full-service bank with 17 branch locations in Northern California. Upon information and belief, PLUMAS BANK maintains a single, centralized Human Resources (HR) department at its company headquarters in Quincy, California, for all non-exempt, hourly paid employees working for PLUMAS BANK in California, including Mr. Anderson and other aggrieved employees. At all relevant times, PLUMAS BANK issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Anderson and other aggrieved employees, regardless of their location or position.

Upon information and belief, PLUMAS BANK maintains a centralized Payroll department at its company headquarters Quincy, California, which processes payroll for all non-exempt, hourly paid employees working for PLUMAS BANK in California, including Mr. Anderson and other aggrieved employees. Further, PLUMAS BANK issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Anderson and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, PLUMAS BANK utilized the same methods and formulas when calculating wages due to Mr. Anderson and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

PLUMAS BANK willfully failed to pay all overtime wages owed to Mr. Anderson and other aggrieved employees. During the relevant time period, Mr. Anderson and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

¹ These facts, theories, and claims are based on Mr. Anderson’s experience and counsel’s review of those records currently available relating to Mr. Anderson’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Anderson reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

During the relevant time period, PLUMAS BANK had, and continues to have, a company-wide policy and/or practice of requiring Mr. Anderson and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts. For example, Mr. Anderson was required to monitor and respond to group text messages from PLUMAS BANK's management to discuss work-related matters regarding scheduling or tasks that needed to be performed. Mr. Anderson spent approximately 15 minutes per week addressing these communications, time for which he was not paid. PLUMAS BANK failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Anderson and other aggrieved employees received no compensation for this time.

PLUMAS BANK knew or should have known that as a result of these company-wide practices and/or policies, Mr. Anderson and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts, and were suffered or permitted to perform work for which they were not paid. Because Mr. Anderson and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Anderson and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, on information and belief, PLUMAS BANK did not pay Mr. Anderson and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, PLUMAS BANK paid Mr. Anderson and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, PLUMAS BANK failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Mr. Anderson and other aggrieved employees worked overtime and received these other forms of pay, PLUMAS BANK failed to pay all overtime wages by paying a lower overtime rate than required.

PLUMAS BANK's failure to pay Mr. Anderson and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining "Hours Worked").

As set forth above, during the relevant time period, PLUMAS BANK had a company-wide policy and/or practice requiring Mr. Anderson and other aggrieved employees to perform work-related tasks

while off-the-clock outside of their scheduled shifts, including communicating with PLUMAS BANK's management via text messages to discuss work-related matters. PLUMAS BANK failed to track this time Mr. Anderson and other aggrieved employees spent working off-the-clock, and Mr. Anderson and other aggrieved employees received no compensation for this time.

PLUMAS BANK did not pay minimum wages for all hours worked by Mr. Anderson and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, PLUMAS BANK did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, PLUMAS BANK regularly failed to pay at least minimum wages to Mr. Anderson and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, PLUMAS BANK had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning time-sensitive duties, such as submitting cash or general ledger reports by a specific time, which resulted in a lack of meal period coverage and prevented Mr. Anderson and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, PLUMAS BANK had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Mr. Anderson and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Mr. Anderson and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before

taking meal periods. For example, Mr. Anderson sometimes missed his meal periods or took them late, after the fifth hour of work, due to the lack of coverage.

At all times herein mentioned, PLUMAS BANK knew or should have known that, as a result of these policies, Mr. Anderson and other aggrieved employees were prevented from being relieved of all duties to take timely, uninterrupted meal periods. PLUMAS BANK further knew or should have known that PLUMAS BANK did not pay Mr. Anderson and other aggrieved employees all meal period premiums when meal periods were late, missed, shortened, or interrupted.

Furthermore, PLUMAS BANK engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Mr. Anderson and other aggrieved employees have not received premium pay for missed, late, shortened, and interrupted meal periods. Alternatively, to the extent that PLUMAS BANK did pay Mr. Anderson and other aggrieved employees premium pay for missed, late, shortened, and interrupted meal periods, PLUMAS BANK did not pay Mr. Anderson and other aggrieved employees at the correct rate of pay for premiums because PLUMAS BANK systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, PLUMAS BANK failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

During the relevant time period, PLUMAS BANK regularly failed to authorize and permit Mr. Anderson and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, PLUMAS BANK's company-wide practice, including understaffing while assigning time-sensitive duties, prevented Mr. Anderson and other aggrieved employees from being relieved of all duties to take rest periods. Additionally, PLUMAS BANK failed to adhere to a schedule for rest periods, which, coupled with PLUMAS BANK's failure to provide adequate rest period coverage, further led to Mr. Anderson and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, PLUMAS BANK maintained a company-wide on-premises rest period policy, which effectively required that Mr. Anderson and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Anderson and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, PLUMAS BANK effectively maintained control over Mr. Anderson and/or other aggrieved employees during rest periods.

As a result of PLUMAS BANK's practices and policies, Mr. Anderson and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Anderson missed his rest periods a few times per week due to the lack of rest period coverage.

PLUMAS BANK has also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Anderson and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that PLUMAS BANK did pay Mr. Anderson and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, PLUMAS BANK did not pay Mr. Anderson and other aggrieved employees at the correct rate of pay for premiums because PLUMAS BANK failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, PLUMAS BANK failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. PLUMAS BANK has not provided Mr. Anderson and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, PLUMAS BANK has knowingly and intentionally provided Mr. Anderson and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PLUMAS BANK issued uniform wage statements to Mr. Anderson and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages

earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, PLUMAS BANK violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because PLUMAS BANK did not record the time Mr. Anderson and other aggrieved employees spent working off the clock, PLUMAS BANK did not list the correct amount of gross wages and net wages earned by Mr. Anderson and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, PLUMAS BANK failed to accurately list the total number of hours worked by Mr. Anderson and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, because PLUMAS BANK did not calculate Mr. Anderson's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, PLUMAS BANK did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, PLUMAS BANK failed to list the correct amount of net wages in violation of section 226(a)(5). PLUMAS BANK also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments" Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), PLUMAS BANK willfully failed to maintain accurate payroll records for Mr. Anderson and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, PLUMAS BANK engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work

period and meal period start and end times for Mr. Anderson and other aggrieved employees, in violation of section 1198.

Because PLUMAS BANK failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Anderson and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Anderson and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, PLUMAS BANK failed to pay Mr. Anderson and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

PLUMAS BANK willfully failed to pay Mr. Anderson and other aggrieved employees who are no longer employed by PLUMAS BANK the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving PLUMAS BANK's employ.

Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, PLUMAS BANK, on a company-wide basis, required that Mr. Anderson and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data, to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Anderson and other aggrieved employees used their personal mobile devices to communicate with PLUMAS BANK's management and coworkers regarding work-related issues. As another example, Mr. Anderson and other aggrieved employees were required to download various mobile applications such as "Insperity Mobile," which is an application Mr. Anderson and other aggrieved employees used to clock in and out for their shifts and meal periods, in addition to a number of authenticator mobile applications that were required for logging into various systems and accounts. Although PLUMAS BANK required Mr. Anderson and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, PLUMAS BANK failed to fully reimburse them for this cost.

PLUMAS BANK could have provided Mr. Anderson and other aggrieved employees with actual equipment for use on the job, such as company mobile devices, or, PLUMAS BANK could have reimbursed employees for the costs of their mobile device usage. Instead, PLUMAS BANK passed these operating costs onto Mr. Anderson and other aggrieved employees.

Thus, PLUMAS BANK had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

PLUMAS BANK failed to provide Mr. Anderson and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). PLUMAS BANK's failure to provide Mr. Anderson and other aggrieved employees with written notice of basic information regarding their employment with PLUMAS BANK is in violation of Labor Code section 2810.5.

Mr. Anderson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PLUMAS BANK into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." PLUMAS BANK, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Anderson's and other aggrieved employees' rights by violating various sections of the California Labor Code.

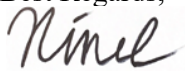
Accordingly, Mr. Anderson seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Anderson, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against PLUMAS BANK for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Anderson seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in cursive script, appearing to read "Ninel", written in black ink.

Ninel Kocharyan

Copy: PLUMAS BANK (via U.S. Certified Mail); PLUMAS BANCORP (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



PLUMAS BANK
35 S LINDAN AVE.
QUINCY, CA 95971

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PLUMAS BANK
35 S LINDAN AVE.
QUINCY, CA 95971



9590 9402 9637 5199 8662 45

2 ^{Adult Signature} 9589 0710 5270 0211 5998 40

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? If YES, enter delivery address below: ☐ Yes ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

(over \$500)

Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, and fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Postmark

ANDERSON, RUMAS

PLUMAS BANK
35 S LINDAN AVE.
QUINCY, CA 95971

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



PLUMAS BANCORP
35 S LINDAN AVE
QUINCY, CA 95971

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you!

PLUMAS BANCORP
35 S LINDAN AVE
QUINCY, CA 95971

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5999 01

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	

Restricted Delivery

Domestic Return Receipt

9589 0710 5270 0211 5999 01

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$

Postmark
Pumas

PLUMAS BANCORP
35 S LINDAN AVE
QUINCY, CA 95971

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you

PLUMAS BANCORP
35 S LINDAN AVE
QUINCY, CA 95971



9590 9402 9637 5199 8662 52

2. Article Number (Transfer from service label)

9589 0710 5270 10210 6999 101

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
- B. Received by (Printed Name) Allison Miller
- C. Date of Delivery 3.2.26
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **July 13, 2026**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Luiza Manuelian
lmanuelian@grantshenon.com
Evelyn Zarraga
ezarraga@grantshenon.com
GRANT SHENON ALMARAZ
15165 Ventura Boulevard, Suite 200
Sherman Oaks, CA 91403
T: (818) 881-5000

Attorneys for Defendants:
Plumas Bank and Plumas Bancorp

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **July 13, 2026**, at Los Angeles, California.

Julia Urquizo

Type/Print Name

Julia Urquizo

Signature