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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Iridian Cuen Rubio, DEPUTY

Attorneys for Plaintiff
JUDITH JARVIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JUDITH JARVIS, on behalf of herself and all others similarly situated, Plaintiff, vs. VISUAL EDGE IT, INC.; VEIT, LLC; and DOES 1 through 100, inclusive, Defendants.	Case No. CIVSB2603691 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:** **(1) UNLAWFUL FORFEITURE OF VACATION WAGES (LABOR CODE § 227.3);** **(2) UNLAWFUL DEDUCTIONS FROM WAGES (LABOR CODE §§ 221-223);** **(3) WAITING TIME PENALTIES (LABOR CODE §§ 201-203);** **(4) UNFAIR COMPETITION (BUS. & PROF. CODE § 17200, *et seq.*);** **(5) PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*).** **DEMAND FOR JURY TRIAL** **UNLIMITED CIVIL CASE**

Plaintiff Judith Jarvis ("Plaintiff"), on behalf of herself and all others similarly situated, and as a private attorney general on behalf of the State of California and other aggrieved employees, hereby bring this Class and Representative Action Complaint against Visual Edge IT, Inc., a corporation; VEIT, LLC, a limited liability company; Visual Edge IT, LLC, a limited liability company; Visual Edge Technology, Inc., a corporation; and Does 3 through 100, inclusive (collectively, "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this class action for recovery of unpaid wages and penalties under California Business and Professions Code section 17200, *et. seq*.; Labor Code sections 201-203, 221-223, 227.3, 2698 *et seq*.; and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"), in addition to seeking declaratory relief and restitution. This class action is brought pursuant to California Code of Civil Procedure section 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in San Bernardino County. Defendants own, maintain offices, transact business, have an agent or agents within San Bernardino County, and/or otherwise are found within San Bernardino County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident. During the four years immediately preceding the filing of this action and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-203, 221-223, 227.3, 2698 *et seq*.; California Business & Professions Code § 17200, *et seq*. (Unfair Competition), and

Wage Order 4, which sets employment standards for professional, technical, clerical, mechanical, and similar occupations.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as business technology company providing technology services to other businesses. On information and belief, VEIT, LLC, Visual Edge IT, LLC, and Visual Edge Technology, Inc. are successor or predecessor entities to Visual Edge IT, Inc. Plaintiff is further informed and believes, and based thereon alleges, that Defendants employed Plaintiff and other similarly situated employees within San Bernardino County and the state of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes defined below.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course

and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members (as defined in Paragraph 19).

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff worked for Defendants from approximately 2003 until October 2025.

10. In or about March 2023, Defendants moved to a new vacation policy. Defendants announced to their employees that they had until October 2023 to use any accrued vacation pay under the old policy. Any unused vacation from the old policy would be removed at the end of October 2023, and would not be paid out.

11. At the time Defendants changed its vacation policy, Plaintiff had more than 700 hours of vacation available under the old policy. Plaintiff's last wage statement from February 2023, which was dated February 17, 2023, reflected that she had 700.11 hours of vacation available.

12. Plaintiff's next wage statement, dated March 3, 2023, reflected only 240 hours of vacation "accrued" under the old policy; Plaintiff was also paid 120 hours of vacation in that wage statement, leaving her with a balance of 120 hours from the old policy. In other words, Defendants deducted more than 460 hours of Plaintiff's accrued vacation pay (i.e., 700.11 – 240) in one pay period in March 2023, despite not paying out Plaintiff for any of those deducted hours.

13. Plaintiff was paid 24 hours of vacation over the ensuing several months, such that the accrued vacation from the old vacation policy that was reflected on her wage statement dated October 27, 2023, was 96 hours (i.e., 120 hours – 24 used vacation hours = 96 hours).

14. On Plaintiff's very next wage statement, dated November 10, 2023, Plaintiff's vacation balance under the old policy went from 96 hours to *negative* 152 hours, even though she was not paid any vacation wages in that wage statement. In other words, her final 96 hours that had been reflected in the prior wage statement, had vanished (i.e., removed by Defendants).

15. Plaintiff's remaining wage statements in 2023 consistently listed her available vacation balance from the old policy as -152 hours, until her wage statement dated January 19, 2024, when Defendants stopped reporting any vacation information from the old policy.

16. When Plaintiff inquired to Defendants about this, Defendants explained to her that "as of October 2023, all old OpCo vacation policies were no longer valid. Any unused time was removed from PayCor per Missy. There were announcements made letting employees know to use up their old OpCo vacation by October 25th [2023] or it will be lost. The [new] PTO policy was introduced in February 2023 and implemented in March of 2023. That gave plenty of time for those that had vacation under their old policy to use it."

17. Defendants' actions violated California law, which prohibits "use it or lose it" vacation policies. Once vacation wages accrue, they are earned wages that are not subject to forfeiture, no matter how much notice an employer provides to the employee. *See* Labor Code § 227.3; *Suastez v. Plastic Dress Up*, 31 Cal.3d 774 (1982).

18. As a result of Defendants' unlawful forfeiture of vacation wages, Defendants failed to pay Plaintiff and other employees all of their earned wages at termination of employment, in violation of Labor Code §§ 201-202.

CLASS ACTION ALLEGATIONS

19. Class Definitions: Plaintiff bring this action on behalf of herself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The Vacation Forfeiture Class consists of all of Defendants' former California employees (exempt and non-exempt) whose employment with Defendants ended at any time from three years prior to the filing of this action to the present, who (i) had accrued vacation as of February 2023 under Defendants' prior vacation pay policy and whose accrued vacation wages under the old policy were removed by Defendants, and/or who (ii) were not paid all of their accrued but unused vacation wages paid at their termination of employment for any other reason.

b. The Wage Deduction Class consists of all of Defendants' California employees (exempt and non-exempt) who (i) had accrued vacation as of February 2023 under Defendants' prior vacation pay policy, and whose accrued vacation wages (or a portion thereof) under the old policy were deducted by Defendants without payment, and/or who

(ii) had any of their vacation wages deducted by Defendants for any other reason without payment, at any time from four years prior to the filing of this action to the present.

c. The Waiting Time Class consists of all members of the Vacation Forfeiture Class and/or the Wage Deduction Class whose employment with Defendants ended at any time from three years prior to the filing of this action to the present.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants unlawfully deducted wages from the Wage Deduction Class;

ii. Whether Defendants caused the vacation wages of members of the Vacation Forfeiture Class to be unlawfully forfeited;

iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

iv. Whether Defendants failed to timely pay all final wages to members of the Waiting Time Class.

22. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' vacation pay, wage statement, and final wage policies/practices. As such, common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

23. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all vacation wages due to her at termination, was furnished with inaccurate wage statements, and had her vacation wages unlawfully deducted.

24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

25. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by individual class members would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of

conduct for Defendants. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 19 are maintainable under Section 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

UNLAWFUL FORFEITURE OF VACATION WAGES

(AGAINST ALL DEFENDANTS)

26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27. At all relevant times, Defendants were subject to Labor Code § 227.3, which states in relevant part that "whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination."

28. Due to Defendants' unlawful policy and practice of failing to pay all accrued but unused vacation wages at termination of employment (including but not limited to vacation wages that were removed by Defendants in 2023 when it switched to a new vacation policy), Plaintiff and members of the Vacation Forfeiture Class have suffered damages in sums, which will be shown according to proof.

29. Plaintiff and members of the Vacation Forfeiture Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 218.5, and all other relevant statutes, for bringing this action.

SECOND CAUSE OF ACTION

UNLAWFUL DEDUCTIONS FROM WAGES

(AGAINST ALL DEFENDANTS)

30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

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31. Labor Code section 221 provides in pertinent part, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee."

32. As set forth herein, Plaintiff and the Wage Deduction Class have suffered improperly deducted wages when Defendants made unlawful deductions from their vacation wages without paying them the value of those vacation wages.

33. As a direct result of Defendants' violations alleged herein, Plaintiff and members of the Wage Deduction Class have suffered and continue to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

THIRD CAUSE OF ACTION

FAILURE TO TIMELY PAY FINAL WAGES

(AGAINST ALL DEFENDANTS)

34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

35. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Final Wage Class all final wages due to them at their separation from employment, including vacation wages.

37. Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to timely pay Plaintiff and Final Wage Class members all earned wages at the end of employment pursuant to Labor Code §§ 201-203.

38. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Final Wage Class their earned wages upon separation from employment results in a continued payment of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the Final Wage Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

<u>FOURTH CAUSE OF ACTION</u>

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

40. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and the Classes all wages due (including accrued but unused vacation wages) at termination, and by taking unlawful deductions from wages.

41. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

42. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

43. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

44. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current employees, and to enforce important rights affecting the public interest.

Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

<u>FIFTH CAUSE OF ACTION</u>

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

46. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq*. Plaintiff, acting on behalf of herself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

a. Failing to pay Plaintiff and other aggrieved employees for all accrued but unused vacation wages upon termination, and causing the forfeiture of such vacation wages, in violation of Labor Code § 227.3;

b. Making unlawful deductions from the wages of Plaintiff and other aggrieved employees, in violation Labor Code §§ 221-223;

c. Failing to pay all wages owed upon termination to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 201-203.

47. On or about February 11, 2026, Plaintiff notified Defendants Visual Edge IT, Inc. and VEIT, LLC via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim under California Labor Code § 2698 *et seq.* with respect to the violations of the Labor Code identified in paragraph 46 (a)-(c) above. On or about April 16, 2026 and April 22, 2026, respectively, Plaintiff amended her PAGA notice to include Visual Edge IT, LLC and Visual Edge Technology, Inc. (which upon information and belief, as noted above, are predecessor or successor entities to Visual Edge IT, Inc.) Now that sixty-five days have passed

from Plaintiff's first notifying the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

48. As indicated in Plaintiff's PAGA notice letter, the "aggrieved employees" whom Plaintiff seeks to represent in this representative PAGA action include all of Defendants' current and former employees (exempt and non-exempt) who have worked for Defendants in California at any time from one year prior to the date of Plaintiff's initial PAGA notice letter through the date that judgment is entered in Plaintiff's PAGA action or any other alternative date agreed upon by the partes and/or approved by the Court, who have had their vacation wages removed, deducted, and/or not paid out at termination.

49. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants and to seek injunctive relief under the PAGA. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under Labor Code § 2699(k).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;

3. For an order appointing counsel for Plaintiff as counsel for the Classes;

4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code § 227.3;

5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 221-223;

6. Upon the Third Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

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7. Upon the Fourth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

8. Upon the Fifth Cause of Action, for any and all civil penalties available to Plaintiff, the State of California, and other aggrieved employees under the Private Attorneys General Act, as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from engaging in the unlawful conduct alleged herein;

9. Prejudgment interest on all due and unpaid wages and other damages pursuant to Civil Code § 3287 and Art. XV, § 1 of the California Constitution, and all other applicable laws or statutes;

10. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 2699(k), Code of Civil Procedure § 1021.5, and all other applicable statutes;

11. For such other and further relief the Court may deem just and proper.

Date: April 23, 2026

Respectfully submitted,
MARQUEE LAW GROUP, APC

By: ______________________
Tuvia Korobkin
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: April 23, 2026

Respectfully submitted,
MARQUEE LAW GROUP, APC

By: ______________________
Tuvia Korobkin
Attorney for Plaintiff