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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DAVID CASTRO, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

TALENTBURST, INC., a Delaware
Corporation; TALENTBURST CONNECT,
INC., a Delaware Corporation and DOES 1-50,
inclusive.

Defendants.

CASE NO.: **26STCV12034**

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

(1) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff David Castro (“Plaintiff”), on behalf of himself and all other similarly situated
2 aggrieved employees, alleges and complains of Defendants TalentBurst, Inc. and/or TalentBurst
3 Connect, Inc. and DOES 1 to 50 (collectively “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendants are a provider of Workforce Management Solutions addressing the staffing
6 needs for various sectors.

7 2. Plaintiff brings this PAGA representative action solely on behalf of the State of
8 California against Defendants for alleged violations of the California Labor Code.

9 3. **Plaintiff does not seek to recover anything other than penalties as permitted by**
10 **California Labor Code § 2699.**

11 4. As set forth below, Plaintiff alleges that Defendants failed to pay all overtime
12 compensation and sick pay wages due to its failure to correctly calculate the “regular rate of pay.”
13 Moreover, Plaintiff alleges that Defendants’ meal and rest period policies and practices failed to allow
14 and permit aggrieved employees to take all compliant and timely meal and rest periods or pay
15 premium wages at the “regular rate of pay” in lieu thereof. Plaintiff further alleges that Defendants
16 failed to provide aggrieved employees with accurate written itemized wage statements in violation of
17 Labor Code § 226(a), failed to reimburse all necessary business expenses incurred, and failed to
18 timely pay all final wages upon separation of employment in violation of Labor Code §§ 201-203.

19 **JURISDICTION**

20 5. Plaintiff, on behalf the State of California, brings this representative action pursuant to
21 Labor Code § 2699, *et seq.*, seeking penalties for Defendants’ violation of California Labor Code §§
22 201-203, 204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4,
23 1199, 2802-2804, and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”).

24 6. Based upon the foregoing, Plaintiff and all aggrieved employees are aggrieved
25 employees within the meaning of Labor Code §2699, *et seq.*

26 7. This Court has jurisdiction over Defendants because, upon information and belief,
27 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
28 themselves to the State of California so as to render the exercise of jurisdiction over them by

1 California courts consistent with the traditional notions of fair play and substantial justice.

2 **VENUE**

3 8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
4 §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in the County
5 of Los Angeles. Defendants own, maintain offices, transact business, have an agent or agents within
6 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
7 Defendants are within the jurisdiction of this Court for purposes of service of process.

8 **PARTIES**

9 9. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California
10 resident residing in the State of California.

11 10. Plaintiff is informed, believes, and alleges that Defendants are authorized to do
12 business within the County of Los Angeles and are and/or were the legal employer of Plaintiff and
13 the aggrieved employees during the applicable statutory periods. Plaintiff was, and is, a victim of
14 Defendants' policies and/or practices complained of herein and has been deprived of the rights
15 guaranteed to him by California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7,
16 227.3, 246, 510, 512, 516, 1174, 1174.4, 1199, 2802-2804, and the California Business and
17 Professions Code § 17200 *et seq.*, and applicable Wage Orders.

18 11. Plaintiff is informed and believes, and based thereon alleges, that during the four years
19 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
20 do) business in the State of California, County of Los Angeles.

21 12. Plaintiff does not know the true names or capacities, whether individual, partner, or
22 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
23 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
24 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
25 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
26 corporate, were responsible in some manner for the acts and omissions alleged herein, and
27 proximately caused Plaintiff and the aggrieved employees to be subject to the unlawful employment
28 practices alleged herein.

1 13. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
2 herein, Defendants were and are the employers of Plaintiff and all aggrieved employees. At all times
3 herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to
4 have been done by the named Defendants. Furthermore, the Defendants, and each of them, were the
5 agents, servants, and employees of each and every one of the other Defendants, as well as the agents
6 of all Defendants, and at all times herein mentioned, were acting within the course and scope of said
7 agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise
8 ratified each and every one of the acts or omissions complained of herein.

9 14. At all times mentioned herein, Defendants, and each of them, were members of and
10 engaged in a joint venture, partnership, and common enterprise and acting within the course and
11 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
12 alleges that all Defendants were joint employers for all purposes of Plaintiff and all aggrieved
13 employees.

14 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

15 15. Defendants are a provider of Workforce Management Solutions addressing the
16 staffing needs for various sectors.

17 16. Plaintiff was employed by Defendants as a non-exempt employee with the title of
18 “Driver” from May 2025 to January 29, 2026. Based in Los Angeles, California, the Plaintiff was
19 responsible for a variety of tasks, including, but not limited to, collecting the scooters.

20 17. Alongside Plaintiff, other aggrieved employees, including but not limited to
21 Maintenance Technician, Driver, Operator, Phlebotomist, and Administrative Assistant, played a
22 critical role in supporting Defendants’ daily operations and overall success across California.

23 18. Plaintiff and other aggrieved employees were responsible for a wide range of tasks
24 critical to Defendants’ operations, such as installation and maintenance, providing customer service,
25 medical care, and overall workforce solutions. Their work ensured the effective operation of
26 Defendants’ assets. Despite the essential nature of their contributions, Plaintiff and other aggrieved
27 employees allege that Defendants failed to comply with the California Labor Code, including but not
28 limited to proper wage payment and provision of meal and rest periods, as set forth below.

1 19. At all relevant times, Plaintiff and other aggrieved employees regularly worked
2 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.
3 Plaintiff alleges that other aggrieved employees were also subjected to the same policies, procedures,
4 practices, working conditions, and corresponding wage and hour violations to which he was subjected
5 during his employment.

6 20. First, at all relevant times, Plaintiff and other aggrieved employees worked regular
7 shifts that lasted longer than 8.0 hours in a workday and resulted in aggrieved employees regularly
8 working more than 40 hours in a workweek. However, Defendants uniformly failed to properly
9 calculate and pay overtime wages at the proper legal rate due to Defendants' failure to include all
10 forms of compensation/remuneration, including, but not limited to, stipends, shift pay, non-
11 discretionary bonuses, commissions, incentives, and all other forms of remuneration in calculating
12 the "regular rate of pay" for purposes of overtime compensation.

13 21. Under the California Labor Code (as well as the FLSA), courts have consistently held
14 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
15 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
16 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
17 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
18 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California
19 and federal law on the grounds that Defendants improperly calculated overtime by excluding annual
20 bonuses paid to employees from the "regular rate of compensation"]; see *Walling v. Youngerman-*
21 *Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very nature must reflect
22 all payments which the parties have agreed shall be received regularly during the workweek,
23 exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact.
24 Once the parties have decided upon the amount of wages and the mode of payment, the determination
25 of the regular rate becomes a matter of mathematical computation, the result of which is unaffected
26 by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§ 778.110
27 ("production bonus") and 778.111 ("piece-rate").

28 22. Labor Code § 510 requires an employer to compensate an employee who works more

1 than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0)
2 hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular
3 rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less
4 than twice the regular rate of pay when an employee works more than twelve (12.0) hours in a
5 workday or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section
6 3 of the applicable Wage Orders, aggrieved employees shall not be employed more than eight (8.0)
7 hours in any workday or more than 40.0 hours in any workweek unless the employee receives one
8 and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in
9 the workweek.

10 23. By their policy of requiring Plaintiff and the other aggrieved employees to work in
11 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
12 them at the lawful rate of one-half (1 1/2) their "regular rate of pay," Defendants willfully violated
13 the provisions of Labor Code § 510 and the applicable Wage Orders.

14 24. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
15 aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510,
16 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2), and for
17 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

18 25. Similarly, at all relevant times, Defendants also failed in its obligation to provide
19 Plaintiff and other aggrieved employees the legally required paid sick days at the legal rate pursuant
20 to Labor Code §§ 246(a),(b), which requires that "[a]n employee who, on or after July 1, 2015, works
21 in California for the same employer for 30 or more days within a year from the commencement of
22 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
23 worked, beginning at the commencement of employment." Labor Code § 246(l)(1) provides that paid
24 sick time for aggrieved employees must be "calculated in the same manner as the regular rate of pay
25 for the workweek in which the employee uses paid sick time, whether or not the employee actually
26 works overtime in that workweek."

27 26. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated
28 by dividing the employee's total wages, not including overtime premium pay, by the employee's total

1 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
2 requires employers to “provide an employee with written notice that sets forth the amount of paid
3 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
4 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
5 on the designated pay date with the employee’s payment of wages.”

6 27. Here, at all relevant times, Defendants failed in their obligation to provide Plaintiff
7 and other aggrieved employees the legally required paid sick days at the legal rate, including all forms
8 of compensation, pursuant to Labor Code §§ 246(a), (b). As such, Defendants paid sick time below
9 the “regular rate of pay” as required by Labor Code §§ 246(l) (1-2). Based on the foregoing Labor
10 Code violations, Plaintiff seeks all civil and statutory penalties available and applicable under Labor
11 Code § 2699(f)(2), and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

12 28. Moreover, at all relevant times, Plaintiff and other aggrieved employees were denied
13 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
14 Defendants’ uniform meal period policies/practices, operational requirements, and work demands,
15 Plaintiff and other aggrieved employees often could not take timely and uninterrupted net 30-minute
16 first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other aggrieved
17 employees worked more than 10.0 hours in a shift, they were not always allowed and permitted to
18 take a mandated second meal period before the end of the tenth hour of work in violation of the Labor
19 Code and applicable Wage Orders. Indeed, Plaintiff’s and other aggrieved employees’ meal periods
20 were often interrupted and/or lasted fewer than 30 minutes due to Defendants’ meal period
21 policies/procedures, operational requirements, and work demands.

22 29. In addition, for each missed or non-compliant meal period, Defendants failed and
23 continues to fail to maintain a mechanism by which aggrieved employees were paid meal period
24 premiums at the “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) and
25 Labor Code § 226.7.

26 30. Accordingly, due to Defendants’ uniform meal period practices, aggrieved employees
27 were also regularly denied legally compliant meal periods in violation of Labor Code §§ 226.7, 510,
28 516, and applicable Wage Orders, and would be entitled to penalties under Labor Code § 2698 *et seq.*

1 31. Next, at all relevant times, Plaintiff and other aggrieved employees were not provided
2 with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due to
3 Defendants' uniform rest period policies/practices, operational requirements, and work demands. As
4 a result, Plaintiff and other aggrieved employees were and are often unable to take a net 10-minute
5 duty-free rest period for every major fraction of four hours worked. This includes a second rest period
6 for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in a workday.

7 32. By not relieving all aggrieved employees of all duties during rest periods, Defendants
8 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
9 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all
10 duties and relinquish control over how employees spend their time."] (Emphasis added). In *Augustus*,
11 the California Supreme Court expressly rejected the employer's assertion that it could provide an on-
12 duty rest period to employees who worked as security guards and further explained: "that employers
13 [must] relinquish any control over how employees spend their break time and relieve their employees
14 of all duties." *Id.* at 273. Each time aggrieved employees could not take a compliant rest period,
15 Defendants failed and continues to fail to adequately pay rest period premium payments at the
16 "regular rate of pay" as required by Labor Code § 226.7.

17 33. Accordingly, due to Defendants' uniform rest period policies/practices and work
18 demands, aggrieved employees were regularly denied legally compliant rest breaks in violation of
19 Labor Code §§ 226.7, 512, and applicable Wage Orders, and would be entitled to penalties under
20 Labor Code § 2698 *et seq.*

21 34. As a result of Defendants' failure to pay Plaintiff and other aggrieved employees for
22 all hours they were subject to the control of Defendants, including all overtime wages, sick pay
23 wages, Defendants' failure to adequately pay for all overtime/sick pay wages at the appropriate legal
24 rate, and Defendants' failure to pay all meal and rest period premiums at the "regular rate of pay,"
25 Defendants issued wage statements which failed to identify the gross wages earned accurately, the
26 total hours worked, the net wages earned, and the correct corresponding number of hours worked at
27 each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

1 35. Moreover, the wage statements provided to Plaintiff and all aggrieved employees
2 failed to include the address of the legal entity, the employer, in violation of Labor Code § 226(a)(8).
3 For example, **Exhibit A** is attached as a true and correct copy of Plaintiff’s wage statement that fails
4 to include the address of the legal entity, that is, the employer. As such, Defendants’ wage statements
5 to Plaintiff and all aggrieved employees violate Labor Code § 226(a)(8).

6 36. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
7 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
8 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
9 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
10 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

11 37. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
12 aggrieved employees may also recover Labor Code § 226.3 penalties for Defendants’ violations of
13 Labor Code § 226(a). Consequently, because Defendants failed to comply with Labor Code § 226(a),
14 Plaintiff and other aggrieved employees would be entitled to recover penalties under Labor Code §
15 226(e) and/or 2698 *et seq.*

16 38. Furthermore, because Defendants failed to pay all overtime wages, sick pay wages,
17 and meal and rest period premiums at the “regular rate of pay,” Defendants also failed and continue
18 to fail to pay Plaintiff and other aggrieved employees all wages owed at their time of separation from
19 employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to
20 recover waiting time penalties under Labor Code §§ 201-203 and/or 2698 *et seq.*

21 39. Finally, at all relevant times, Defendants required Plaintiff and other aggrieved
22 employees to incur necessary expenses for work-related purposes but did not reimburse aggrieved
23 employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804.
24 Here, Defendants uniformly failed to reimburse aggrieved employees for all necessary costs incurred
25 in discharging their duties. (*See Cochran v. Schwan’s Home Service, Inc.*, (2014) 228 Cal.App.4th
26 1137, 1144 “[i]f an employee is required to make work-related calls on a personal cell phone, then
27 he or she is incurring an expense for the purposes of section 2802. It does not matter whether the
28 phone bill is paid for by a third person or at all...To show liability under section 2802, an employee

1 needs only to show that he or she was required to use a personal cell phone to make work-related
2 calls, and he or she was not reimbursed”].). Accordingly, due to Defendants’ uniform failure to
3 adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2802-2804
4 and applicable Wage Orders. Plaintiff and other aggrieved employees would be entitled to civil
5 penalties under Labor Code § 2698 *et seq.*

6 **FIRST CAUSE OF ACTION**

7 **PRIVATE ATTORNEYS GENERAL ACT**

8 **(Plaintiff and Similarly Aggrieved Employees Against All Defendants)**

9 40. Plaintiff re-alleges and incorporates by reference each and every allegation outlined
10 in the preceding paragraphs.

11 41. Defendants have committed several Labor Code violations against Plaintiff and other
12 similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code
13 § 2698 *et seq.*, acting on behalf of the State of California, brings this representative action against
14 Defendants to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and
15 the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but
16 not limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per employee
17 per pay period for those violations of the Labor Code for which no civil penalty is specifically
18 provided based on the following Labor Code violations:

19 a) Defendants’ failure to pay all overtime wages at the “regular rate of pay” because
20 Defendants failed to include all forms of compensation, including, but not limited to, shift differential,
21 commissions, incentives, non-discretionary bonuses, and other forms of remuneration;

22 b) Defendants’ failure to pay all sick pay at the “regular rate of pay”;

23 c) Defendants’ failure to allow and permit legally compliant meal periods or compensation
24 at the “regular rate of pay” in lieu thereof;

25 d) Defendants’ failure to allow and permit legally compliant rest periods or compensation
26 at the “regular rate of pay” in lieu thereof;

27 e) Defendants’ failure to furnish legally compliant wage statements pursuant to Labor
28 Code § 226(a);

1 f) Defendants' failure to pay final wages to aggrieved employees in a timely manner at the
2 time of separation from employment was unlawful; and

3 g) Defendants' failure to reimburse aggrieved employees for all necessary business
4 expenses in violation of Labor Code §§ 2802-2804.

5 42. On or about February 9, 2026, Plaintiff notified Defendants TalentBurst, Inc. and/or
6 TalentBurst Connect, Inc. (collectively, "Defendants") via certified mail and the California Labor
7 and Workforce Development Agency ("LWDA") via its website of Defendants' violations of the
8 California Labor Code § 2698 *et. seq.* with respect to violations of the California Labor Code
9 identified in Paragraph 41 (a)-(g). Now that sixty-five days (65) have passed from Plaintiff notifying
10 Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a
11 claim under the Private Attorneys General Act with respect to these violations.

12 43. Plaintiff was compelled to retain the services of counsel to file this court action to
13 protect his interests and the interests of other similarly aggrieved employees and to assess and collect
14 the civil penalties owed by Defendants. Plaintiff has, therefore, incurred attorneys' fees and costs,
15 which he is entitled to receive under California Labor Code § 2698 *et seq.*

16 **PRAYER FOR RELIEF**

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

19 1. Upon the First Cause of Action, for civil penalties due to similarly aggrieved
20 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
21 including, but not limited to: (1) \$100 for each initial violation and \$200 for each subsequent violation
22 per employee per pay period for those violations of the Labor Code for which no civil penalty is
23 specifically provided under the Labor Code;

24 2. For attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194, Code
25 of Civil Procedure § 1021.5; and

26 3. For such other relief that the Court may deem just and proper.
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Dated: April 14, 2026

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