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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

LOURINE MOORE, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

v.

PALAMERICAN SECURITY INC.;
PALAMERICAN SECURITY (California)
INC.,

Defendants.

Case No.: 26CV493279

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699 (a), (e),
(f), AND (k) OF THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND FOR JURY TRIAL

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Clerk of Court
Superior Court of CA,
County of Santa Clara
26CV493279
Reviewed By: M. Johnson

1 Plaintiff Lourine Moore (“Plaintiff”), on behalf of the state of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against PalAmerican Security Inc., and
5 PalAmerican Security (California) Inc.(collectively, “Defendants”) for violations California wage
6 and hour laws on behalf of the State of California and all former and current non-exempt hourly
7 employees of Defendants who worked for Defendants in California at any time during the relevant
8 time period (the “Aggrieved Employees”).

9 2. Throughout the relevant time period, Plaintiff and Aggrieved employees were denied
10 payment for all hours worked (including minimum wage and overtime premiums), meal and rest
11 periods, reimbursement for business expenses, accurate and timely itemized wage statements, and
12 waiting time penalties.

13 3. This action stems from Defendants’ policies and practices of: (1) failing to pay
14 Plaintiff wages for all hours worked (2) failing to pay minimum wages owed to Plaintiff and
15 Aggrieved Employees; (3) failing to pay overtime wages owed to Plaintiff and Aggrieved
16 Employees; (4) failing to authorize, permit and/or make available meal periods; (5) failing to
17 authorize, permit and/or make available rest periods; (6) failing to reimburse for business expenses;
18 (7) failing to timely pay Plaintiff and Aggrieved Employees all wages due upon separation from
19 employment; and (8) failing to maintain and provide true and accurate itemized wage statements to
20 Plaintiff and Aggrieved Employees.

21 4. Defendants knowingly and improperly commit these Labor Code violations and
22 engage in unfair business practices by (1) paying Plaintiff and proposed Aggrieved Employees for
23 their scheduled times, as opposed to their actual time worked, (2) requiring Plaintiff and proposed
24 Aggrieved Employees arrive early for their shift and engage in a “hand off” procedure,
25 uncompensated, (3) requiring Plaintiff and proposed Aggrieved Employees to stay on the premises
26 during meal and rest periods, and/or requiring them to take late or short meal and rest periods, if
27 they are afforded any meal or rest periods, at all. Defendants’ failure to provide accurate wage
28 statements and all wages due upon separation from employment result directly from the

aforementioned unlawful policies and practices.

5. Plaintiff, on behalf of the State of California, seeks injunctive relief, and to recover penalties and reasonable attorneys' fees for these violations pursuant to sections 2699 (a), (e), (f) and (k) of the California Labor Code Private Attorneys General Act ("PAGA").

PARTIES

6. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this Complaint was a resident of the State of California.

7. Plaintiff has been employed by Defendants as a Patrol Officer, Fire Watch, and Static Guard from approximately August 2023, to present in Elk Grove, Roseville, and Stockton California.

8. Plaintiff is informed, believes, and thereon alleges that Defendant PalAmerican Security Inc. is a Tennessee corporation that is registered to do business in the State of California, conducts substantial business operations within the state, and employs and/or has employed hourly, non-exempt employees—including Plaintiff and the Aggrieved Employees—within California.

9. Plaintiff is informed, believes, and thereon alleges that Defendant PalAmerican Security (California) Inc. is a Delaware corporation that is registered to do business in the State of California, conducts substantial business operations within the state, and employs and/or have employed hourly, non-exempt employees—including Plaintiff and the Aggrieved Employees—within California.

10. Plaintiff is informed, believes and thereon alleges that Defendants are and were the joint venturers, joint employers, agents, co-conspirators, instrumentalities, successors in interest, and/or members of a single integrated enterprise and single business enterprise, and each aided abetted, authorized ratified, and exercised common control over the unlawful conduct alleged herein. Plaintiff is informed and believes that Defendant PalAmerican Security, Inc. completely controlled, dominated, managed, and operated all other Defendants to suit its convenience and there exists and at all times mentioned has existed, a unity of interest and ownership between Defendants such that any separateness has ceased to exist.

11. Plaintiff's wage statements list her employer as "PalAmerican Security California,

1 Inc.” However, Plaintiff’s complaints about her employment were directed to and addressed by
2 employees of PalAmerican Security, Inc.

3 12. PalAmerican Security, Inc. controlled Plaintiff’s wages and working conditions. For
4 example, the training materials and handbook(s) provided to Plaintiff were that of PalAmerican
5 Security Inc. Additionally, Plaintiff’s wages were directed and controlled by PalAmerican Security
6 Inc. via its “Payroll and Benefits” department which Plaintiff is informed and believes direct and
7 control the employment of all employees of all Defendants. Plaintiff is informed and believes that
8 the illegal policies and practices herein are jointly directed and controlled through PalAmerican
9 Security Inc. to all Defendants.

10 13. Plaintiff is informed, believes, and thereon alleges that Defendants employ and/or
11 employed Plaintiff and Aggrieved Employees because Defendants, directly or indirectly, control the
12 employment terms, including pay practices of Plaintiff and Aggrieved Employees.

13 14. Plaintiff is informed and believes, and thereon alleges, that all acts and omissions
14 alleged herein were committed by Defendants, either directly or through their agents and employees,
15 and/or under the direction and control of one another. Plaintiff further alleges that these acts and
16 omissions occurred within the course and scope of such agency, employment, and/or control.
17 Plaintiff is informed, believes, and thereon alleges that Defendants directly control the operations
18 of their agents, managers, and employees throughout all their locations in California.

19 15. Plaintiff is informed, believes, and thereon alleges that Defendants, in some manner,
20 intentionally, negligently, or otherwise are responsible for the acts, omissions, occurrences, and
21 transactions alleged herein.

22 16. At all material times, Defendants have done business under the laws of California,
23 have places of business in California, including in the jurisdiction of this court, and have employed
24 Aggrieved Employees in this County and elsewhere in California. Defendants are “persons” as
25 defined in Cal. Lab. Code § 18 and “employers” as that term is used in the Labor Code, the IWC
26 Wage Orders regulating wages, hours, and working conditions, and Cal. Bus. & Prof. Code § 17201.

27 **SUBJECT MATTER JURISDICTION AND VENUE**

28 17. This Court has jurisdiction over Plaintiff’s claims pursuant to the PAGA. This Court

1 also has jurisdiction over Defendants because Defendants are California corporations registered to
2 do business in California, Defendants' principal places of business are in California, and because
3 Defendants in fact do business throughout the State of California.

4 18. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
5 Defendants conduct business and employ Aggrieved Employees in this County, and therefore the
6 liability and the cause, or some part of the cause, arose in this County.

7 **FACTUAL ALLEGATIONS**

8 19. Defendants operate a full-service security company, operating across the United
9 States. Defendants employ Plaintiff and Aggrieved Employees as armed and non-armed security
10 guards, patrol officers, and fire watch to provide full-service security services on the premises of
11 Defendants' customers.

12 20. Plaintiff has been employed by Defendants as a Patrol Officer, Fire Watch, and Static
13 Guard from approximately August 2023 to the present in Elk Grove, Roseville, and Stockton,
14 California. Plaintiff is paid an hourly rate of approximately \$25.50. Although Plaintiff's shifts vary
15 in length, she usually works eight (8) or more hours per day, five (5) days per week.

16 21. Plaintiff and Aggrieved Employees are responsible for providing security services to
17 Defendants' customers, carrying out armed security services, mobile patrol and emergency
18 response, parking management, and investigations and risk management services. Fire Watch, Patrol
19 Officers, Security Guards and Armed Security Guard's job duties typically entail preventive patrol,
20 video surveillance monitoring, parking enforcement, incident response and reporting, first aid and
21 safety, and customer service.

22 22. Defendants assign Plaintiff and Aggrieved Employees a predetermined work
23 schedule, but Plaintiff and Aggrieved Employees regularly work beyond their scheduled hours.

24 23. Defendants do not pay Plaintiff and Aggrieved Employees for all hours worked.
25 Rather, Defendants only pay Plaintiff and Aggrieved Employees based on their scheduled work
26 hours.

27 24. Defendants require Plaintiff and Aggrieved Employees to arrive approximately ten
28 (10) to fifteen (15) minutes before their scheduled start time to perform a hand-off with the outgoing

1 security personnel they are relieving. This hand-off procedure involves discussing their specific job
2 duties for the day and being briefed by the outgoing security personnel on potential issues. Because
3 this work occurs before Plaintiff's and Aggrieved Employees' scheduled shift time, it systematically
4 goes unrecorded and uncompensated—even though it should be compensated at minimum wage
5 and/or overtime rates under California law, giving rise to minimum wage and overtime violations.

6 25. Additionally, Defendants often call and text Plaintiff and Aggrieved Employees while
7 off the clock during meal periods to discuss work matters or ask work-related questions. Plaintiff's
8 supervisors inquire as to her whereabouts, demand status updates, discuss its policies, and ask her
9 questions about any reported activity. Plaintiff repeatedly informs her supervisor(s) that she is on a
10 clocked-out meal period, but her supervisor(s) continue the conversation, ignoring the fact that she
11 is off-the-clock. Defendants' practices of underreporting hours and calling Aggrieved Employees
12 while off the clock results in Plaintiff and Aggrieved Employees performing further off-the-clock
13 work, including overtime work, which also goes unrecorded and unpaid by Defendants.

14 26. Defendants' policies and practices alleged herein cause Plaintiff and Aggrieved
15 Employees to work regular time and overtime for which they are not compensated by Defendants.
16 To the extent that Plaintiff and Aggrieved Employees work more than eight (8) hours a day or forty
17 (40) hours a week, the unpaid time should be paid at a rate of one-and-one-half times their regular
18 rate of pay as required by law.

19 27. Plaintiff is informed, believes, and thereon alleges that Defendants apply these same
20 policies and practices across all Defendants' facilities throughout California.

21 28. Plaintiff is informed, believes, and thereon alleges that all Aggrieved Employees are
22 subject to the same or similar unlawful compensation practices and mechanisms.

23 29. Defendants also regularly deny, and/or fail to provide Plaintiff and Aggrieved
24 Employees with, compliant, 30-minute uninterrupted meal periods before the end of the fifth hour
25 of work. Defendants instruct Plaintiff and Aggrieved Employees to remain available via phone or
26 walkie-talkie and ready to respond to any emergencies during the entirety of their shift, including
27 during meal periods.

28 30. In addition, as explained above, Plaintiff and Aggrieved Employees are frequently

1 interrupted during their clocked-out meal periods by work-related phone calls from their
2 supervisors.

3 31. Making matters worse, Defendants prohibit Plaintiff and Aggrieved Employees from
4 leaving the premises, vehicle and/or their post during meal periods. In so doing, Defendants deny
5 Plaintiff and Aggrieved Employees the opportunity to take compliant, off-duty meal breaks.

6 32. Defendants do not pay Plaintiff and Aggrieved Employees meal period premiums to
7 which they are entitled for these non-compliant meal breaks.

8 33. For the same reasons, Defendants also fail to authorize or permit Plaintiff and
9 Aggrieved Employees off duty rest periods of at least ten (10) minutes of rest time for every four
10 (4) hours of work.

11 34. Defendants do not pay Plaintiff and Aggrieved Employees rest period premiums to
12 which they are entitled for these non-compliant rest breaks.

13 35. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply
14 these meal and rest break policies and practices across all of Defendants' facilities and worksites
15 throughout California.

16 36. Defendants' common course of wage-and-hour abuse also includes routinely failing
17 to maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees.
18 In particular, Defendants fail to record the hours Plaintiff and Aggrieved Employees worked off-
19 the-clock.

20 37. As mentioned above, Defendants require Plaintiff and other Aggrieved Employees to
21 use their cell phones to communicate with supervisors and coworkers, and clock in and out.
22 However, Defendants do not reimburse Plaintiff and Aggrieved Employees for such expenses
23

24 38. Defendants' failure to record all hours worked, failure to pay all overtime wages, and
25 failure to provide compliant meal and rest breaks also result in a failure to provide Aggrieved
26 Employees, including Plaintiff, accurate, itemized wage statements as required by California law.
27 The wage statements Defendants provide are not accurate because they do not reflect payment for
28 all hours worked, including minimum wage, straight time, and overtime compensation, and

1 premium pay for missed meal breaks, rest breaks, and second meal breaks paid to Plaintiff and
2 Aggrieved Employees.

3 39. Additionally, Plaintiff and Aggrieved Employees do not receive all wages owed
4 during employment and following separation from employment, including minimum wage and
5 overtime compensation for time spent working while off-the-clock and premium pay for non-
6 compliant meal and rest periods, giving rise to waiting time penalties.

7 40. Plaintiff is currently employed by Defendants and continues to suffer harm as a result
8 of unlawful practices of Defendants alleged herein. Specifically, the failure to provide adequate
9 meal and rest periods create ongoing and immediate harm to the health and safety of Plaintiff and
10 similarly situated employees, as fatigue and diminished alertness materially increase the risk of
11 serious injury, property damage, or loss of life in security-sensitive roles. Additionally, Defendants'
12 practice of requiring employees to perform pre- and post-shift work off-the-clock, (including
13 mandatory briefings, handoffs, and related duties) causes ongoing and irreparable harm by
14 extending hours of uncompensated labor, exacerbating fatigue, and depriving employees of rest and
15 recovery necessary for safe performance in security-sensitive roles. The harm caused by these
16 practices is continuing and irreparable as it exposes employees and the public to heightened danger
17 each day the practices persist. Penalties alone cannot remedy these risks or prevent future harm.
18 Accordingly, injunctive relief is necessary to compel Defendants to cease their unlawful conduct
19 and implement compliant policies going forward.

20 41. On information and belief, Aggrieved Employees are employed by Defendants and
21 perform work materially similar to Plaintiff.

22 42. On information and belief, Aggrieved Employees report to facilities owned, operated,
23 or managed by Defendants to perform their jobs.

24 43. On information and belief, Aggrieved Employees perform their jobs under
25 Defendants' supervision using materials and technology approved and supplied by Defendants.

26 44. On information and belief, Aggrieved Employees are required to follow and abide by
27 Defendants' common work, time, and pay policies and procedures in the performance of their job
28 duties.

45. At the end of each pay period, Aggrieved Employees receive wages from Defendants that are determined by common systems and methods that Defendants select and control.

46. Defendants pay Aggrieved Employees on an hourly rate basis.

47. Defendants' method of paying Plaintiff and Aggrieved Employees is willful and not based on a good faith and reasonable belief that their conduct complies with California law.

48. Defendants' unlawful conduct has been widespread, repeated, and consistent among Defendants' hourly non-exempt employees.

49. Defendants know or should know that their policies and practices are unlawful and unfair.

50. Defendants' conduct is willful, carried out in bad faith, and causes significant damages to employees in an amount to be determined at trial.

FIRST CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

(Failure to Pay All Hours Worked)

(On Behalf of the State of California and Aggrieved Employees)

51. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

52. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

53. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

54. Under Cal. Lab. Code §§ 1194, and 1197, employers are required to pay employees at least the minimum straight-time hourly wage for all hours worked, including but not limited to, time spent performing pre-shift duties, post-shift duties, time spent working during unpaid meal

1 and/or rest periods, and any other hours employees required or permitted employees to work.

2 55. Cal. Lab. Code § 1194 entitles employees to recover unpaid straight time wages for
3 work performed that goes unpaid.

4 56. Cal. Lab. Code § 1197 prohibits employers from paying wages below the applicable
5 minimum wage for all hours worked.

6 57. During the relevant time period, Defendants maintained policies and practices that
7 resulted in Plaintiff and Aggrieved Employees not being paid for all hours worked.

8 58. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in
9 which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those
10 sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties
11 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal.
12 Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 1194, 1197, 1197.1, and
13 IWC Wage Order 4-2001, and any other violation alleged herein which does not carry penalties
14 under Cal. Lab. Code § 2699(a), for Defendants' failure to pay straight time wages.

15 59. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 4, 2026, Plaintiff
16 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
17 file this claim. On February 4, 2026, Plaintiff mailed Defendants a copy of such notice via certified
18 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
19 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
20 Code § 2699.3(a).

21 60. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
22 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

23 61. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
24 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
25 fees and costs as set forth below.

26 62. Wherefore, Plaintiff requests relief as hereinafter provided.
27
28

1 **SECOND CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

3 **(Failure to Pay Minimum Wages)**

4 **(On Behalf of the State of California and Aggrieved Employees)**

5 63. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
6 herein.

7 64. Cal. Lab. Code § 2699(f) provides:

8 For all provisions of this code except those for which a civil penalty is specifically
9 provided, there is established a civil penalty for a violation of these provisions, as
10 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
11 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
employee per pay period for the initial violation and two hundred dollars (\$200) for
each aggrieved employee per pay period for each subsequent violation.

12 65. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by
13 employees of every description, whether the amount is fixed or ascertained by the standard of time,
14 task, piece, commission basis or method of calculation.”

15 66. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
16 employment are due and payable twice during each calendar month....” and “[l]abor performed
17 between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th
18 and the 26th day of the month during which the labor was performed, and labor performed between
19 the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and
20 10th day of the following month.”

21 67. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an
22 employee is subject to the control of an employer and includes all the time the employee is suffered
23 or permitted to work, whether or not required to do so.”

24 68. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
25 conditions that violate the Wage Orders.

26 69. Defendants’ policies and practices result in failure to pay all wages, including those
27 for off-the-clock work, timely under the timeframes set forth in Cal. Lab. Code § 204.

28 70. Plaintiff and Aggrieved Employees are denied minimum wage compensation, which

1 they are lawfully owed pursuant to Cal. Lab. Code § 1182.12.

2 71. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in
3 which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by those
4 sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties
5 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal.
6 Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 204, 1198, IWC Wage Order
7 5-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code
8 § 2699(a), for Defendants' failure to pay minimum wages.

9 72. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 4, 2026, Plaintiff
10 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
11 file this claim. On February 4, 2026, Plaintiff mailed Defendants copies of such notice via certified
12 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
13 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
14 Code §§ 2699.3(a) and (c).

15 73. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
16 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

17 74. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
18 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
19 fees and costs as set forth below.

20 75. Wherefore, Plaintiff requests relief as hereinafter provided.

21 **THIRD CAUSE OF ACTION**

22 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

23 **(Failure to Pay Overtime Premiums)**

24 **(On Behalf of the State of California and Aggrieved Employees)**

25 76. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
26 herein.

27 77. Cal. Lab. Code § 2699(f) provides:

28 For all provisions of this code except those for which a civil penalty is specifically
provided, there is established a civil penalty for a violation of these provisions, as

1 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
2 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
employee per pay period for the initial violation and two hundred dollars (\$200) for
each aggrieved employee per pay period for each subsequent violation.

3 78. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by
4 employees of every description, whether the amount is fixed or ascertained by the standard of time,
5 task, piece, commission basis or method of calculation.”

6 79. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an
7 employee is subject to the control of an employer and includes all the time the employee is suffered
8 or permitted to work, whether or not required to do so.”

9 80. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
10 conditions that violate the Wage Orders.

11 81. Cal. Lab. Code § 510 provides, in relevant part:

12 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
13 one workday and any work in excess of 40 hours in any one workweek and the first
14 eight hours worked on the seventh day of work in any one workweek shall be
15 compensated at the rate of no less than one and one-half times the regular rate of pay
16 for an employee. Any work in excess of 12 hours in one day shall be compensated at
17 the rate of no less than twice the regular rate of pay for an employee. In addition, any
work in excess of eight hours on any seventh day of a workweek shall be compensated
at the rate of no less than twice the regular rate of pay of an employee. Nothing in this
section requires an employer to combine more than one rate of overtime compensation
in order to calculate the amount to be paid to an employee for any hour of overtime
work.

18 82. Cal. Lab. Code § 1194 provides, in relevant part:

19 Notwithstanding any agreement to work for a lesser wage, any employee receiving
20 less than the legal minimum wage or the legal overtime compensation applicable to
21 the employee is entitled to recover in a civil action the unpaid balance of the full
amount of this minimum wage or overtime compensation, including interest thereon,
reasonable attorney’s fees, and costs of suit.

22 83. Defendants’ policies and practices result in payment of wage and overtime violations.

23 84. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
24 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
25 period in which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established
26 by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for
27 Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not
28 limited to, Cal. Lab. Code §§ 510 1194, 1198, IWC Wage Order 5-2001, and any other violation

1 alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

2 85. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 4, 2026, Plaintiff
3 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
4 file this claim. On February 4, 2026, Plaintiff mailed Defendants copies of such notice via certified
5 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
6 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
7 Code § 2699.3(a).

8 86. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
9 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

10 87. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
11 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’
12 fees and costs as set forth below.

13 88. Wherefore, Plaintiff and Aggrieved Employees request relief as hereinafter provided.

14 **FOURTH CAUSE OF ACTION**

15 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

16 **(Failure to Authorize and Permit and/or Make Available Meal Periods)**

17 **(On Behalf of the State of California and Aggrieved Employees)**

18 89. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
19 herein.

20 90. Cal. Lab. Code § 2699(f) provides:

21 For all provisions of this code except those for which a civil penalty is specifically
22 provided, there is established a civil penalty for a violation of these provisions, as
23 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
24 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
25 employee per pay period for the initial violation and two hundred dollars (\$200) for
26 each aggrieved employee per pay period for each subsequent violation.

27 91. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by
28 employees of every description, whether the amount is fixed or ascertained by the standard of time,
task, piece, commission basis or method of calculation.”

92. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to

1 authorize, permit, and/or make available timely and compliant meal breaks to their employees. Cal.
2 Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing an
3 employee for more than five (5) hours without a meal period of not less than thirty (30) minutes,
4 and from employing an employee more than ten (10) hours per day without providing the employee
5 with a second meal period of not less than thirty (30) minutes.

6 93. Cal. Lab. Code § 226.7 and IWC Wage Order 4-2001 require Defendants to pay
7 employees one (1) additional hour of pay at their regular rate of compensation for each workday
8 that a timely, compliant meal period is not provided.

9 94. Defendants' policies and practices result in meal periods violations and Defendants'
10 failure to pay proper premium payments for non-compliant meal periods.

11 95. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
12 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
13 period in which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established
14 by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for
15 Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not
16 limited to, Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 5-2001, and any other violation
17 alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

18 96. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 4, 2026, Plaintiff
19 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
20 file this claim. On February 4, 2026, Plaintiff mailed Defendants copies of such notice via certified
21 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
22 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
23 Code § 2699.3(a) and (c).

24 97. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
25 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

26 98. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
27 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
28 fees and costs as set forth below.

99. Wherefore, Plaintiff requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

(Failure to Authorize and Permit and/or Make Available Rest Periods)

(On Behalf of the State of California and Aggrieved Employees)

100. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

101. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

102. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

103. Cal. Lab. Code § 226.7 and IWC Wage Order 4-2001 require Defendants to authorize and permit rest periods to their employees. Cal. Lab. Code § 226.7 and IWC Wage Order 4-2001 require employers to authorize and permit employees to take ten (10) minutes of net rest per four (4) hours or major fraction thereof of work, and to pay employees their full wages during those rest periods. Unless the employee is relieved of all duty during the ten-minute rest period, the employee is considered “on duty” and the rest period is counted as time worked under the applicable Wage Orders.

104. IWC Wage Order 4-2001 requires Defendants to pay employees one additional hour of pay at their regular rate of compensation for each workday that a timely, compliant rest period is not provided.

105. Defendants' policies and practices result in rest periods violations and Defendants' failure to pay proper premium payments for non-compliant rest breaks.

106. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.

Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 226.7, 1198, IWC Wage Order 5-2001 and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

107. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 4, 2026, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. On February 4, 2026, Plaintiff mailed Defendants copies of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a) and (c).

108. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

109. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

110. Wherefore, Plaintiff requests relief as hereinafter provided.

SIXTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

Failure to Reimburse Necessary Business Expenses

(On Behalf of the State of California and Aggrieved Employees)

111. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

112. Defendant does not reimburse Plaintiff and Aggrieved Employees for all necessary business expenditures and losses incurred as a direct consequence of the discharge of their work duties.

113. Cal. Lab. Code § 2802 provides, in relevant part:

1 An employer shall indemnify his or her employee for all necessary expenditures or
2 losses incurred by the employee in direct consequence of the discharge of his or her
3 duties, or of his or her obedience to the directions of the employer, even though
4 unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful. ... For the purposes of this section, the term “necessary expenditures or
losses” shall include all reasonable costs, including, but not limited to, attorney’s fees
incurred by the employee enforcing the rights granted by this section.

5 114. Defendant’s failure to reimburse for necessary business expenses is a violation of Cal.
6 Lab. Code § 2802

7 115. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)
8 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that
9 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
10 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
11 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
12 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
13 more employees.

14 116. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 4, 2026, Plaintiff
15 provided the LWDA with notice of his intention to file this claim. On this same date, Plaintiff mailed
16 Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed
17 without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence
18 this civil action in compliance with Cal. Lab. Code § 2699.3(a).

19 117. Plaintiff seeks to recover civil penalties from Defendant for its failure to reimburse
20 for all necessary business expenses in violation of Cal. Lab. Code § 2802 and the applicable wage
21 on behalf of himself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab.
22 Code § 2699(f).

23 118. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
24 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
25 and costs as set forth below.

26 119. Wherefore, Plaintiff requests relief as hereinafter provided.
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1 **SEVENTH CAUSE OF ACTION**

2 **Waiting Time Penalties**

3 **Pursuant to Cal. Lab. Code §§ 201-203**

4 **(On Behalf of Plaintiff and the Class Against Defendants)**

5 120. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
6 herein.

7 121. Defendants do not provide Aggrieved Employees with their wages when due under
8 California law after their employment with Defendants ends.

9 122. Cal. Lab. Code § 201 provides: If an employer discharges an employee, the wages
10 earned and unpaid at the time of discharge are due and payable immediately.

11 123. Cal. Lab. Code § 202 provides:
12 If an employee not having a written contract for a definite period quits his or her
13 employment, his or her wages shall become due and payable not later than 72 hours
14 thereafter, unless the employee has given 72 hours previous notice of his or her
intention to quit, in which case the employee is entitled to his or her wages at the time
of quitting.

15 124. Cal. Lab. Code § 203 provides, in relevant part:
16 If an employer willfully fails to pay, without abatement or reduction, in accordance
17 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
18 or who quits, the wages of the employee shall continue as a penalty from the due date
thereof at the same rate until paid or until an action therefor is commenced; but the
wages shall not continue for more than 30 days.

19 125. Plaintiff and some of the Aggrieved Employees left their employment with
20 Defendants during the statutory period, at which time Defendants owed them unpaid wages. These
21 earned, but unpaid, wages derive from time spent working for the benefit of Defendants while off-
22 the-clock.

23 126. Defendants willfully refuse and continue to refuse to pay Plaintiff and Aggrieved
24 Employees all the wages that are due and owing to them for all hours worked, including minimum
25 wage and overtime compensation, upon the end of their employment.

26 127. Defendants' willful failure to pay Plaintiff and Aggrieved Employees the wages due
27 and owing them during employment and upon separation from employment constitutes a violation
28 of Cal. Lab. Code §§ 201-202. As a result, Defendants are liable to Plaintiff and Aggrieved

1 Employees for all penalties owing pursuant to Cal. Lab. Code §§ 201-203.

2 128. In addition, Cal. Lab. Code § 203 provides that an employee's wages will continue as
3 a penalty up to thirty days from the time the wages were due. Therefore, Plaintiff and Aggrieved
4 Employees are entitled to penalties pursuant to Cal. Lab. Code § 203, plus interest.

5 129. Cal. Lab. Code § 256 provides: "The Labor Commissioner shall impose a civil
6 penalty in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203."

7 130. Wherefore, Plaintiff and Aggrieved Employees request relief as hereinafter provided.

8 **EIGHTH CAUSE OF ACTION**

9 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

10 **Failure to Provide True and Accurate Itemized Wage Statements**

11 **(On Behalf of the State of California and Aggrieved Employees)**

12 131. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 132. Cal. Lab. Code § 2699(a) provides:

15 Notwithstanding any other provision of law, any provision of this code that provides
16 for a civil penalty to be assessed and collected by the Labor and Workforce
17 Development Agency or any of its departments, divisions, commissions, boards,
18 agencies, or employees, for a violation of this code, may, as an alternative, be
19 recovered through a civil action brought by an aggrieved employee on behalf of
20 himself or herself and to other current or former employees.

21 133. Cal. Lab. Code § 226(a) provides:

22 An employer, semimonthly or at the time of each payment of wages, shall furnish to
23 their employee, either as a detachable part of the check, draft, or voucher paying the
24 employee's wages, or separately if wages are paid by personal check or cash, an
25 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
26 worked by the employee, except as provided in subdivision (j), (3) the number of
27 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
28 rate basis, (4) all deductions, provided that all deductions made on written orders of
the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
inclusive dates of the period for which the employee is paid, (7) the name of the
employee and only the last four digits of their social security number or an employee
identification number other than a social security number, (8) the name and address of
the legal entity that is the employer and, if the employer is a farm labor contractor, as
defined in subdivision (b) of Section 1682, the name and address of the legal entity
that secured the services of the employer, and (9) all applicable hourly rates in effect
during the pay period and the corresponding number of hours worked at each hourly
rate by the employee...

134. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

135. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

136. Cal. Lab. Code § 226 also requires employers to keep records required to be maintained under § 226(a) for at least three (3) years.

137. Cal. Lab. Code § 1174(d) provides, in relevant part:

[Employers shall] [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. These records shall be kept in accordance with rules established for this purpose by the commission...

138. Cal. Lab. Code § 1174.5 provides, in relevant part:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

139. IWC Wage Order 4-2001, Section 7, provides, in relevant part:

(A) Every employer shall keep accurate information with respect to each employee including the following:

(3) ... Time records showing when the employee begins and ends each work period....

(4) Total wages paid each payroll period...

(5) Total hours worked during the payroll period and applicable rates of pay...

(B) Every employer who has control over wages, hours, or working conditions shall semimonthly or at the time of each payment of wages furnish each employee an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all

1 deductions made on written orders of the employee may be aggregated and shown as
2 one item. (See Labor Code Section 226.) This information shall be furnished either
separately or as a detachable part of the check, draft, or voucher paying the employee's
wages....

3 140. Defendants' policies and practices result in failure to issue compliant itemized wage
4 statements containing all of the information required under Cal. Lab. Code § 226 and to maintain
5 all records required under Cal. Lab. Code §§ 226 and 1174.

6 141. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in
7 which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those
8 sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and
9 1174.5. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved
10 Employees for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved
11 Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a).
12 Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
13 Defendants, alleged above, to maintain records in compliance with Cal. Lab. Code §§ 226 and 1174
14 and IWC Wage Order 4-2001.

15 142. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 4, 2026, Plaintiff
16 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
17 file this claim. On February 4, 2026, Plaintiff mailed Defendants copies of such notice via certified
18 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
19 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
20 Code §§ 2699.3(a) and (c).

21 143. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
22 Employees, and herself as set forth in Cal. Lab. Code § 2699.

23 144. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
24 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
25 fees and costs as set forth below.

26 145. Wherefore, Plaintiff requests relief as hereinafter provided.
27
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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff, on behalf of the Aggrieved Employees, prays for relief as follows:

- 3 1. For the Court to declare, adjudge, and decree that Defendant has violated the Cal.
4 Lab. Code as alleged herein;
- 5 2. For appropriate injunctive relief, including a temporary restraining order, preliminary
6 injunction, and permanent injunction prohibiting Defendants from continuing to
7 maintain, enforce, or apply unlawful policies or practices that deny employees lawful
8 duty-free meal and rest period and perform work off-the-clock without compensation,
9 and requiring Defendants implement and comply with policies and practices
10 consistent with applicable law;
- 11 3. For an order awarding civil penalties to the full extent provided for by the PAGA;
- 12 4. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
13 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 14 5. For all costs of suit; and
- 15 6. For such other and further relief as this Court deems just and proper.

16
17 Dated: May 4, 2026

Respectfully Submitted,

18 

19 _____
Carolyn H. Cottrell

Ori Edelstein

Philippe M.J. Gaudard

Katherine D. Krebs

20 **SCHNEIDER WALLACE**
21 **COTTRELL KIM LLP**

22
23 *Attorneys for Plaintiff, on behalf of the State of*
24 *California and Aggrieved Employees*

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Dated: May 4, 2026

Jim ETT

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*