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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

MATTHEW LUCAS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

INTERNATIONAL GOLF
MAINTENANCE, INC., a Delaware
corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CUB01393

CLASS ACTION

**CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES,
PENALTIES, AND INJUNCTIVE
RELIEF FOR:**

**(1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;**

**(2) VIOLATION OF LABOR CODE
SECTIONS 1194 and 510;**

**(3) VIOLATION OF LABOR CODE
SECTION 227.3;**

**(4) VIOLATION OF LABOR CODE
SECTION 2802;**

**(5) VIOLATION OF LABOR CODE
SECTION 226;**

**(6) VIOLATION OF LABOR CODE
SECTIONS 201-204;**

**(7) VIOLATION OF LABOR CODE
SECTION 2698 *et seq.*;**

**(8) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Matthew Lucas (“Plaintiff”) hereby submits their Class Action and
2 Representative Action Complaint for Damages, Penalties, and Injunctive Relief against
3 Defendants International Golf Maintenance, Inc. and DOES 1 through 50, inclusive
4 (collectively, “Defendants”), on behalf of themselves and the Class of other similarly situated
5 current and former employees of Defendants for meal period and rest break wages, minimum
6 and overtime wages, vested vacation wages, reimbursements, and penalties as follows:

7 **INTRODUCTION**

8 1. This class action is brought pursuant to Labor Code sections 201 to 204, 226,
9 226.7, 227.3, 510, 512, 1194, the applicable Wage Order of the Industrial Welfare Commission
10 (“IWC”) (codified as California Code of Regulations Title 8 section 11010 *et seq.*), and
11 Business and Professions Code section 17200 *et seq.* (Unfair Competition Law (“UCL”)). The
12 representative action is brought pursuant to Labor Code section 2698 *et seq.* (the Private
13 Attorneys General Act of 2004 (“PAGA”)),

14 2. This Complaint challenges Defendants’ systemic illegal employment practices
15 resulting in violations of the stated provisions of the Labor Code and Business and Professions
16 Code against the identified class of employees.

17 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
18 severally acted intentionally and with deliberate indifference and conscious disregard to the
19 rights of all employees in (1) failing to provide meal periods and rest breaks; (2) failing to pay
20 all minimum and overtime wages; (3) failing to pay all vested vacation wages; (4) failing to
21 reimburse necessary work-related expenses, (5) failing to provide accurate wage statements;
22 and (6) failing to pay all wages due and owing upon termination of employment.

23 **JURISDICTION AND VENUE**

24 4. This class action is brought pursuant to California Code of Civil Procedure
25 section 382. The monetary damages sought by Plaintiff exceed the minimal jurisdictional limits
26 of the Superior Court and will be established according to proof at trial. The damages sought
27 by Plaintiff individually are less than \$75,000.00.

28 5. This Court has jurisdiction over this action pursuant to California Constitution,

Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

6. This Court has jurisdiction over the violations of Labor Code sections 201 to 204, 226, 226.7, 227.3, 510, 512, 1194, 2802, PAGA, the applicable IWC Wage Order, and the UCL.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period and separated during the relevant Terminated Employee Subclass time frame.

10. Plaintiff is informed and believes and thereon alleges that Defendant International Golf Maintenance, Inc. is a corporation licensed to do business and actually doing business in the State of California, including the County of Kern.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and the Class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

1 **12.** At all times herein mentioned, Defendants, and each of them, were agents,
2 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
3 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
4 the course and scope of their authority as such agents, partners, joint venturers, representatives,
5 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
6 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
7 authorization and consent of each Defendant designated herein.

8 **13.** As such and based upon all the facts and circumstances incident to Defendants’
9 business in California, Defendants are subject to Labor Code sections 201 to 204, 226, 226.7,
10 227.3, 510, 512, 1194, 2802, the applicable IWC Wage Order, and the UCL.

11 **CLASS ACTION ALLEGATIONS**

12 **14. Definition:** Plaintiff seeks class certification pursuant to California Code of
13 Civil Procedure section 382 of a class of all hourly-paid, non-exempt employees of Defendants
14 who worked in California during the period from April 13, 2022, to the present, including the
15 following Subclasses:

16 **(a) Meal Period Subclass:** all hourly-paid, non-exempt employees of
17 Defendants who worked one or more shifts in excess of six (6) hours in
18 California during the period from April 13, 2022, to the present;

19 **As an alternative to Subclass (a):** all hourly-paid, non-exempt employees of
20 Defendants who worked one or more shifts in excess of six (6) hours in
21 California without receiving a 30-minute break during which they were
22 relieved of all duties, during the period from April 13, 2022, to the
23 present;

24 **(b) Rest Break Subclass:** all hourly-paid, non-exempt employees of
25 Defendants who worked one or more shifts of three and one-half (3.5)
26 hours or more in California during the period from April 13, 2022, to the
27 present;

28 **As an alternative to Subclass (b):** all hourly-paid, non-exempt employees of

Defendants who worked one or more shifts of three and one-half (3.5) hours or more in California without receiving all required paid 10-minute breaks during which they were relieved of all duties, during the period April 13, 2022, to the present;

(c) Overtime Subclass: all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California during the period from April 13, 2022, to the present;

As an alternative to Subclass (c): all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in a workweek in California and were not properly paid all overtime wages during the period from April 13, 2022, to the present;

(d) Minimum Wage Subclass all hourly-paid, non-exempt employees of Defendants who worked in California and were not properly paid all minimum wages during the period from April 13, 2022, to the present;

(e) Vacation Subclass: all hourly-paid, non-exempt employees of Defendants who worked in California during the period from April 13, 2022 to the present, and who were not properly paid all accrued vacation wages on termination of employment;

(f) Reimbursement Subclass: all hourly-paid, non-exempt employees of Defendants who worked in California and who incurred business expenses that were not reimbursed during the period of April 13, 2022, to the present;

(g) Wage Statement Subclass: all hourly-paid, non-exempt employees of Defendants who worked in California and received an itemized wage statement during the period of April 13, 2023, to the present;

(h) Terminated Employee Subclass: all hourly-paid, non-exempt

employees of Defendants who worked in California and who were not properly paid all wages on termination or within 72 hours thereof during the period of April 13, 2023, to the present;

15. Numerosity: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by objective, easily understood terms contained within the Class and Subclass definitions, and by review of Defendants' records, including payroll records.

16. Adequacy of Representation: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

17. Defendants administered a corporate policy, practice and/or procedure of (1) failing to pay all overtime and minimum wages; (2) failing to provide meal periods and rest breaks; (3) failing to pay all vested vacation wages; (4) failing to reimburse all necessary work-related expenses; (5) failing to provide accurate wage statements; (6) failing to timely pay all wages due and owing upon termination of employment; and (7) engaging in unfair business practices. Plaintiff alleges this corporate conduct is accomplished with the advance knowledge and designed intent to willfully withhold appropriate wages for work performed members of the Class.

18. Common Question of Law and Fact: There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning whether Defendants' policies and practices regularly denied Class Members overtime and minimum wages, meal periods and rest breaks, vested vacation wages, reimbursements, accurate wage statements, and wages upon termination of employment.

19. Typicality: The claims of Plaintiff are typical of the claims of all members of the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor Code sections 201 to 204, 226, 226.7, 227.3, 510, 512, 1194, 2802, the applicable IWC Wage

Order, and the UCL. Plaintiff worked at least one shift in excess of six hours during which they were not provided all duty-free, legally mandated meal periods. Plaintiff worked at least one shift of 3.5 hours or greater during which they were not authorized and permitted all duty-free, legally mandated rest breaks. Plaintiff worked at least one shift over eight hours during which they were not paid at the correct rate of pay for all hours worked, including overtime hours worked. Plaintiff was not paid all vested vacation wages upon termination of employment. Plaintiff incurred business expenses for which they were not reimbursed. Plaintiff received wage statements during their employment. Plaintiff's employment terminated during the statutory period and Plaintiff was not timely paid all wages due and owing them upon termination.

20. The Labor Code upon which Plaintiff bases their claims is broadly remedial in nature. These laws and labor standards serve 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 may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

21. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each Class Member to pursue an individual remedy would also 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 damage to their careers at subsequent employment.

22. The prosecution of separate actions by the individual Class Members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with

1 respect to individual Class Members against the Defendants and which would establish
2 potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with
3 respect to individual Class Members which would, as a practical matter, be dispositive of the
4 interest of the other Class Members not parties to the adjudications or which would
5 substantially impair or impede the ability of the Class Members to protect their interests.
6 Further, the claims of the individual members of the Class are not sufficiently large to warrant
7 vigorous individual prosecution considering all of the concomitant costs and expenses.

8 **23.** Such a pattern, practice and administration of corporate policy regarding illegal
9 employee compensation described herein is unlawful and creates an entitlement to recovery by
10 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full
11 amount of minimum and overtime wages, meal period and rest break premiums, vested
12 vacation wages, reimbursements, and penalties, including interest thereon, attorneys' fees and
13 costs of suit, as well as consequential damages.

14 **24.** Proof of a common business practice or factual pattern, which Plaintiff
15 experienced and is representative of, will establish the right of each Class Member to recovery
16 on the causes of action alleged herein.

17 **25.** The Class is commonly entitled to a specific fund with respect to the
18 compensation illegally and unfairly retained by Defendants. This action is brought for the
19 benefit of the entirety of all Class and will result in the creation of a common fund.

20 **FIRST CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

22 **REGARDING MEAL PERIOD AND REST BREAK WAGES**

23 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**

24 **SUBCLASSES (a), (b), (g), and (h))**

25 **26.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 25 as
26 though fully set forth herein.

27 **27.** At all times relevant herein, Plaintiff and the Class and Subclasses (a), (b), (g),
28 and (h) had the right to take a 10-minute rest break for every four (4) hours worked or major

fraction thereof, and a 30-minute meal period for every five (5) hours worked.

28. As a pattern and practice, Defendants at times did not actively relieve Plaintiff and the Class and Subclasses (a), (b), (g), and (h) of duty for meal periods and rest breaks, did not provide timely meal periods and rest breaks, and did not provide proper compensation for this failure.

29. Defendants' policy of failing to provide Plaintiff and the Class and Subclasses (a), (b), (g), and (h) with all legally-mandated meal periods and rest breaks is a violation of California law.

30. Defendants willfully failed to pay employees whom they did provide the opportunity to take meal periods and rest breaks the premium compensation set out in Labor Code section 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class and Subclasses (a), (b), (g), and (h) are owed wages for meal period and rest break premiums as set forth above.

31. Such a pattern, practice and administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and Subclasses (a), (b), (g), and (h) identified herein, in a civil action, for the balance of the unpaid premium compensation pursuant to Labor Code section 226.7 and the applicable IWC Wage Order, including interest, attorneys' fees, and costs of suit.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 510 AND 1194

REGARDING OVERTIME AND MINIMUM WAGES

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND SUBCLASSES (c), (d), (g), and (h))

32. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 31 as though fully set forth herein.

33. At all times relevant herein, Defendants were required to compensate their non-exempt employees' minimum wages for all hours worked and overtime wages for all hours worked over eight (8) hours in a day or forty (40) hours in a workweek.

1 **34.** As a pattern and practice, Defendants at times failed to compensate their
2 employees for all hours worked, including overtime hours worked, resulting in a failure to pay
3 all minimum wages and, where applicable, overtime wages.

4 **35.** This resulted in Plaintiff and the Class and Subclasses (c), (d), (g), and (h)
5 receiving total wages in an amount less than minimum wage and, when applicable, deprived
6 Plaintiff and the Class and Subclasses (c), (d), (g), and (h) of overtime wages.

7 **36.** Such a pattern, practice and administration of corporate policy regarding illegal
8 employee compensation as described herein is unlawful and creates an entitlement to recovery
9 by Plaintiff and the Class and Subclasses (c), (d), (f), and (g) in a civil action, for the unpaid
10 balance of the full amount of minimum wages owing, including liquidated damages, interest,
11 attorneys' fees, and costs of suit according to the mandate of California Labor Code section
12 1194.

13 **THIRD CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE SECTION 227.3**

15 **REGARDING VESTED VACATION WAGES**

16 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

17 **THE CLASS AND SUBCLASSES (e), (g), and (h))**

18 **37.** Plaintiff re-alleges and incorporate by reference paragraphs 1 through 36 as
19 though fully set forth herein.

20 **38.** This cause of action is brought pursuant to Labor Code § 227.3 which prohibits
21 employers from forfeiting the vested vacation wages of their employees.

22 **39.** As a pattern and practice, Defendants failed to pay Plaintiff and the Class and
23 Subclasses (e), (g), and (h) their vested vacation wages, including vested PTO days, personal
24 day, floating holidays, and other paid-time-off/vacation pay, upon termination of employment.

25 **40.** Such a pattern, practice and uniform administration of corporate policy
26 regarding illegal employee compensation as described herein is unlawful and creates an
27 entitlement to recovery by Plaintiff and the Class and Subclasses (e), (g), and (h) in a civil
28 action for damages and wages owed and for costs and attorneys' fees.

1 **41.** Defendants' willful failure to provide Plaintiff and the Class and (e), (g), and (h)
2 the wages due and owing them upon separation from employment results in continuation of
3 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class
4 Members who have separated from employment are entitled to compensation pursuant to
5 Labor Code § 203.

6 **FOURTH CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE SECTION 2802**

8 **REGARDING BUSINESS EXPENSES**

9 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF THE CLASS AND**
10 **SUBCLASSES (f), (g), and (h))**

11 **42.** Plaintiff re-alleges and incorporate by reference paragraphs 1 through 41 as
12 though fully set for herein.

13 **43.** At all times relevant herein, Defendants were required to indemnify their
14 employees for all necessary expenditures or losses incurred in direct consequence of the
15 discharge of the employees' duties, or of the employees' obedience to the directions of the
16 employer pursuant to California Labor Code section 2802.

17 **44.** In violation of Labor Code section 2802, Defendants failed to reimburse
18 Plaintiff and the Class and Subclasses (f), (g), and (h) for all necessary work-related expenses,
19 including the required use of cell phones for business purposes.

20 **45.** Such a pattern, practice and administration of corporate policy as described
21 herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class and
22 Subclasses (f), (g), and (h) in a civil action, for all damages and/or penalties pursuant to Labor
23 Code section 2802, including interest thereon, penalties, reasonable attorneys' fees, and costs
24 of suit according to the mandate of California Labor Code section 2802.

25 **46.** Defendants' willful failure to provide Plaintiff and the Class and Subclasses (f),
26 (g), and (h) the wages due and owing them upon separation from employment results in
27 continuation of wages up to thirty (30) days from the time the wages were due. Therefore,
28 Plaintiff and Class Members who have separated from employment are entitled to

1 compensation pursuant to Labor Code section 203.

2 **FIFTH CAUSE OF ACTION**

3 **REGARDING RECORD KEEPING**

4 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
5 **THE CLASS AND ALL SUBCLASSES)**

6 **47.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as
7 though fully set forth herein.

8 **48.** At all times relevant herein, Defendants were required to maintain accurate
9 records pursuant to the mandate of Labor Code section 226.

10 **49.** In violation of Labor Code section 226, Defendants failed in their affirmative
11 obligation to keep *accurate* records for their California employees. For example, as a result of
12 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
13 Plaintiff and the Class and all Subclasses' gross wages earned, total hours worked, net wages
14 earned, and all applicable hourly rates and the number of hours worked at each hourly rate.
15 Plaintiff received at least one such wage statement during their employment with Defendants.

16 **50.** Such a pattern, practice and uniform administration of corporate policy as
17 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
18 Class and all Subclasses identified herein, in a civil action, for all damages and/or penalties
19 pursuant to Labor Code section 226, including interest thereon, penalties, reasonable attorneys'
20 fees, and costs of suit.

21 **SIXTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE SECTIONS 201 to 204**

23 **REGARDING WAITING TIME PENALTIES**

24 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
25 **THE CLASS AND ALL SUBCLASSES)**

26 **51.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 50 as
27 though fully set for herein.

28 **52.** At all times relevant herein, Defendants were required to pay their employees

1 all wages owed in a timely fashion at the end of employment pursuant to California Labor
2 Code sections 201 to 204.

3 **53.** As a result of Defendants' alleged Labor Code violations alleged above,
4 Defendants regularly failed to pay Plaintiff and the Class and all Subclasses their final wages
5 pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties
6 pursuant to Labor Code section 203.

7 **54.** The conduct of Defendants and their agents and employees as described herein
8 was willfully done in violation of Plaintiff and the Class and all Subclasses' rights, and done by
9 managerial employees of Defendants.

10 **55.** Defendants' willful failure to provide Plaintiff and the Class and all Subclasses
11 the wages due and owing them upon separation from employment results in a continuation of
12 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class
13 Members who have separated from employment are entitled to compensation pursuant to
14 Labor Code section 203.

15 **SEVENTH CAUSE OF ACTION**

16 **VIOLATION OF PAGA**

17 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED**
18 **EMPLOYEES)**

19 **56.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 55 as
20 though fully set forth herein.

21 **57.** PAGA expressly establishes that any provision of the California Labor Code
22 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
23 departments, divisions, commissions, boards, agencies or employees for a violation of the
24 California Labor Code, may be recovered through a civil action brought by an aggrieved
25 employee on behalf of himself or themselves, and other current or former employees.

26 **58.** Plaintiff seeks to recover all applicable and available PAGA remedies pursuant
27 to Labor Code section 2699, as well as attorneys' fees, costs, and/or other damages as
28 permitted by PAGA through a representative action pursuant to the PAGA and the California

Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not required to, nor do they, seek class certification of the PAGA claims under Code of Civil Procedure section 382.

59. On February 3, 2026, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code they contend were violated, and the theories supporting their contentions. To date, they have not received a response.

60. Plaintiff and the other non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Provide Meal Periods and Rest Breaks

61. At all times relevant herein, Defendants were required to provide authorize and permit a 10-minute rest break for every four (4) hours worked or major fraction thereof, and provide a 30-minute meal period for every five (5) hours worked, pursuant to the mandate of Labor Code sections 226.7, 512, and 558.

62. During the relevant time period, Defendants failed to provide Plaintiff and other aggrieved employees with timely meal periods, and altogether failed to authorize and permit rest breaks. Nevertheless, Defendants failed to pay meal period and rest break premium wages.

Failure to Pay Overtime and Minimum Wages

63. At all times relevant herein, Defendants were required to compensate their non-exempt, hourly-paid employees minimum wages for all hours worked, and overtime wages as applicable, pursuant to the mandate of Labor Code sections 510, 1194, 1197, and 1197.1.

64. During the relevant time period, Defendants failed to compensate Plaintiff and other aggrieved employees for all hours worked, including time spent working through meal periods and time spent working “unauthorized” pre- and post-shift work, and “unauthorized” overtime. Plaintiff claims that he and other employees were not permitted to record hours worked before the start of the shift or past the scheduled clock-out time, and consequently were not paid for this off-the-clock time. Thus, Defendants did not provide aggrieved employees

1 with the minimum and overtime wages to which they were entitled for the on-call time worked.

2 **Failure to Pay All Vested Vacation Wages**

3 **65.** At all times relevant herein, Defendants were required to pay their employees
4 all vested vacation wages (regardless of label, including for example floating holidays and
5 personal days and other forms of vacation equivalent time off) upon termination of
6 employment pursuant to the mandate of Labor Code § 227.3.

7 **66.** During the relevant time period, Defendants failed to pay all vested vacation
8 wages to Plaintiff and other aggrieved employees at the end of employment, by either failing to
9 accrue to Plaintiff's and other aggrieved employees' vacation wages during employment as
10 required by corporate policy and permitted under California law, or simply requiring forfeiture
11 of accrued vacation upon termination of employment.

12 **Failure to Reimburse Necessary Work-Related Expenses**

13 **67.** California Labor Code section 2802 requires employers to reimburse employees
14 for necessary work-related expenses.

15 **68.** During the relevant time period, Defendants failed to reimburse Plaintiff and
16 other aggrieved employees for the full amount of business expenses, including expenses
17 incurred for the required use of cell phones for work purposes.

18 **Failure to Timely Pay Wages During Employment**

19 **69.** At all times relevant herein, Defendants were required to pay their employees
20 within the time limits specified under Labor Code sections 203.1 and 204.

21 **70.** During the relevant time period, Defendants failed to pay Plaintiff and other
22 aggrieved employees all wages due to them within the time period specified by Labor Code
23 section 204, including as outlined above.

24 **Failure to Timely Pay Wages During and Upon Termination of Employment**

25 **71.** At all times relevant herein, Defendants were required to pay their employees in
26 a timely fashion pursuant to the mandate of Labor Code sections 201 to 204.

27 **72.** As a result of Defendants' Labor Code violations alleged above, Defendants
28 failed to pay Plaintiff and the other aggrieved employees all wages due them within the time

1 periods specified by Labor Code sections 201-204 during and upon termination of
2 employment.

3 **Failure to Provide Complete and Accurate Wage Statements**

4 **73.** At all times relevant herein, Defendants were required to keep *accurate* records
5 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
6 1174(d), and to produce records upon request within the time required by Labor Code section
7 226(c).

8 **74.** As a result of Defendants' various Labor Code violations, Defendants failed to
9 keep accurate records regarding Plaintiff and other similarly-situated current and former
10 employees. For example, Defendants failed in their affirmative obligation to keep accurate
11 records regarding Plaintiff and other similarly-situated current and former employees' gross
12 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the
13 number of hours worked at each hourly rate.

14 **Penalties**

15 **75.** Pursuant to Labor Code section 2699, Plaintiff, individually and on behalf of
16 other current and former aggrieved employees, requests and is entitled to recover from
17 Defendants, and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs
18 pursuant, as well as all statutory penalties against Defendants, and each of them, including but
19 not limited to:

20 **76.** Penalties under California Labor Code section 2699 in the amount of up to two
21 hundred dollars (\$200) for each aggrieved employee per pay period.

22 **77.** Penalties in the amount of \$25 per employee per pay period for inaccurate wage
23 statements, \$250 per employee for missing wage statements, and \$750 for failure to produce
24 records upon request;

25 **78.** Penalties under Labor Code section 558 in the amount of fifty dollars (\$50) for
26 each aggrieved employee per pay period for the initial violation, and one hundred dollars
27 (\$100) for each aggrieved employee per pay period for each subsequent violation;

28 **79.** Penalties under Labor Code section 1197.1 in the amount of a hundred dollars

(\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

80. Penalties under Labor Code section 2802(d) in an amount sufficient to recover unreimbursed business expenses;

81. Penalties under Labor Code section 210 of \$100 for the first violation of section and \$200 for each subsequent violation, plus 25 percent of the amount of wages unlawfully withheld;

82. Penalties under Labor Code section 2699 in the amount of \$25 per employee per pay period for inaccurate wage statements, \$250 per employee for missing wage statements, and \$750 for any failure to produce records upon request;

83. Any and all additional penalties and sums as provided by the Labor Code and/or other statutes;

84. Injunctive relief to prohibit Defendants from continuing to engage in the Labor Code violations complained of herein; and

85. Attorneys' fees and costs as permitted by law.

SEVENTH CAUSE OF ACTION

FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.*

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF

THE CLASS AND ALL SUBCLASSES)

86. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 85 as though fully set for herein.

87. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1) all overtime and minimum wages, (2) all meal period and rest break wages, (3) reimbursements, (4) vested vacation wages, (5) accurate wage statements, and (6) all wages due and owing upon termination of employment.

88. Defendants' utilization of such business practices constitutes unfair, unlawful

1 competition and provides an unfair advantage over Defendants' competitors.

2 **89.** The acts complained of herein occurred within the last four years preceding the
3 filing of the complaint in this action.

4 **90.** Defendants have engaged in unlawful, deceptive and unfair business practices,
5 as proscribed by California Business and Professions Code section 17200 *et seq.*, including
6 those set forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum
7 working condition standards and conditions due to them under the California laws and IWC
8 Wage Orders as specifically described therein.

9 **91.** Plaintiff seeks, on their own behalf, and on behalf of other members of the Class
10 and Subclasses who are similarly situated, full restitution of monies, as necessary and
11 according to proof, to restore any and all monies withheld, acquired and/or converted by the
12 Defendants by means of the unfair practices complained of herein.

13 **PRAYER FOR RELIEF**

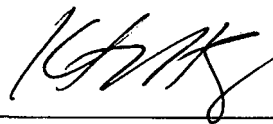
14 WHEREFORE, Plaintiff prays for judgment for themselves and all others on
15 whose behalf this suit is brought against Defendants, jointly and severally, as follows:

- 16 1. For an order certifying the proposed Class;
- 17 2. For an order appointing Plaintiff as the representative of the Class as described
18 herein;
- 19 3. For an order appointing counsel for Plaintiff as counsel for the Class;
- 20 4. Upon the First Cause of Action, for all meal period and rest break wages owed,
21 and for costs and attorneys' fees;
- 22 5. Upon the Second Cause of Action, for all minimum and overtime wages owed,
23 and for costs and attorney's fees;
- 24 6. Upon the Third Cause of Action, for all vested for all vested vacation wages
25 pursuant to Labor Code § 227.3, and for costs and attorney's fees;
- 26 7. Upon the Fourth Cause of Action, for reimbursements, and for costs and
27 attorneys' fees;
- 28 8. Upon the Fifth Cause of Action, for damages or penalties pursuant to statute as

- 1 set forth in California Labor Code section 226, and for costs and attorneys' fees;
- 2 9. Upon the Sixth Cause of Action, for all minimum wages owed, for waiting time
- 3 wages according to proof pursuant to California Labor Code section 203;
- 4 10. Upon the Seventh Cause of Action, for civil penalties and wages pursuant to
- 5 statute as set forth in Labor Code section 2698 *et seq.*, for Defendants'
- 6 violations of Labor Code sections 201, 202, 203, 204, 216, 225.5, 226(a), 226.3,
- 7 226.7, 227.3, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, and 2802, and
- 8 the applicable IWC Wage Order, and for injunctive relief to prohibit Defendants
- 9 from continuing to engage in the Labor Code violations complained of herein;
- 10 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and other similarly
- 11 affected members of the general public of all funds unlawfully acquired by
- 12 Defendants by means of any acts or practices declared by this Court to be in
- 13 violation of Business and Professions Code section 17200 *et seq.*; and
- 14 12. On all causes of action for attorneys' fees, interest, and costs as provided by
- 15 California Labor Code sections 218.5, 218.6, 226, 1194, 2802, PAGA and Code
- 16 of Civil Procedure section 1021.5, and for such other and further relief the Court
- 17 may deem just and proper.

18 Dated: April 13, 2026

YOON LAW, APC

19 

20
21 Kenneth H. Yoon
Attorneys for Plaintiff Matthew Lucas

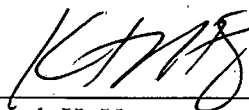
22
23 **DEMAND FOR JURY TRIAL**

24 Plaintiff, for themselves and the Class and Subclasses, hereby demands a jury trial as

25 provided by California law.

26 Dated: April 13, 2026

YOON LAW, APC

27 

28 Kenneth H. Yoon
Attorneys for Plaintiff Matthew Lucas