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 on behalf of himself and others similarly situated

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

JASON HOYT, on behalf of himself and
 others similarly situated,

Plaintiff,

vs.

TOURO UNIVERSITY dba TOURO
 UNIVERSITY CALIFORNIA, a California
 nonprofit corporation; ROBERT HALF, INC.,
 a Delaware corporation; and DOES 1 through
 50, inclusive,

Defendants.

Case No. CU26-02558

CLASS ACTION

Assigned for All Purposes To:

Hon. Tim P. Kam

Dept.: 7

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
8. Penalties Pursuant to Labor Code § 203;
9. Violation of Business & Professions Code § 17200 *et seq.*; and
10. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff JASON HOYT, (hereinafter “Plaintiff”) on behalf of himself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants TOURO
8 UNIVERSITY dba TOURO UNIVERSITY CALIFORNIA, a California nonprofit corporation;
9 ROBERT HALF, INC., a Delaware corporation; and DOES 1 through 50 (all defendants being
10 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of
11 them, violated various provisions of the California Labor Code, relevant orders of the Industrial
12 Welfare Commission (IWC) and California Business & Professions Code, and seeks redress,
13 therefore.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
17 worked for Defendants in Solano County, and in other nonexempt positions, throughout California
18 and, and consistently worked at Defendants’ behest without being paid all wages due. More
19 specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
21 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
22 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants’ control while clocked out for meal periods. Defendants further
27 failed to accurately record time worked by Plaintiff and Employee Class members by rounding
28 hours worked to reflect scheduled shift start and end times as opposed to actual hours worked.

Defendants thus failed to pay Plaintiff and the Class members for all hours worked and provided them with inaccurate wage statements that prevented Plaintiff and the Class from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal periods and rest breaks, as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal periods and rest breaks as required by the Labor Code.

THE PARTIES

A. The Plaintiff

4. Plaintiff JASON HOYT has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

5. Defendant TOURO UNIVERSITY dba TOURO UNIVERSITY CALIFORNIA is a California nonprofit corporation with its principle executive offices in Vallejo, California and has been listed as the employer on Plaintiff's paystubs during the relevant time period. TOURO UNIVERSITY dba TOURO UNIVERSITY CALIFORNIA lists a mailing address in New York, New York with the California Secretary of State and employs Plaintiff and the Class members at Defendants' offices and facilities in Vallejo, California, and throughout California and conducts business throughout California.

6. Defendant ROBERT HALF, INC. is a Delaware corporation with its principle executive offices in Menlo Park, California and has been listed as the employer on Plaintiff's personnel file during the relevant time period. ROBERT HALF, INC. lists a mailing address in Menlo Park, California with the California Secretary of State and employs Plaintiff and the Class members at Defendants' offices and facilities in Vallejo, California, and throughout California and conducts business throughout California.

7. Additionally, under California Labor Code § 2810.3, TOURO UNIVERSITY dba TOURO UNIVERSITY CALIFORNIA shares with ROBERT HALF, INC., and any other staffing agency it uses, in civil responsibility for all workers supplied to TOURO UNIVERSITY dba TOURO UNIVERSITY CALIFORNIA for their collective failure to pay all earned wages.

1 California Labor Code § 2810.3 requires that “A client employer shall share with a labor
2 contractor all civil legal responsibility and civil liability for all workers supplies by that labor
3 contractor for...the payment of wages.” A “labor contractor” (here, ROBERT HALF, INC.), is
4 defined “as an individual or entity that supplies, either with or without a contract, a client
5 employer with workers to perform labor within the client employer’s usual course of business.”
6 “Client employer” (here TOURO UNIVERSITY dba TOURO UNIVERSITY CALIFORNIA) is
7 defined as “a business entity, regardless of its form, that obtains or is provided workers to perform
8 labor within its usual course of business from a labor contractor.” Upon information and belief,
9 Defendant TOURO UNIVERSITY dba TOURO UNIVERSITY CALIFORNIA is and has been a
10 client employer within the definition of Labor Code § 2810.3 and shares with ROBERT HALF,
11 INC., the labor contractor, all civil responsibility and civil liability for failure to pay all wages
12 earned by Plaintiff and the Class members.

13 8. The true names and capacities, whether individual, corporate, associate, or
14 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
15 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
16 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
17 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
18 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
19 this Complaint to reflect the true names and capacities of the Defendants designated herein as
20 Does 1 through 50 when their identities become known.

21 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
22 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
23 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
24 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
25 all respects as the employers or joint employers of Employees. Defendants, and each of them,
26 exercised control over the wages, hours or working conditions of Employees, or suffered or
27 permitted Employees to work, or engaged, thereby creating a common law employment
28 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly

1 employed Employees.

2 **JURISDICTION AND VENUE**

3 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
4 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
5 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
6 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
7 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
8 obligations and liabilities giving rise to this lawsuit occurred at least in part in Solano County and
9 Defendants maintain and operate company offices and facilities in Solano County and employ
10 Plaintiff and other Class members in Solano County and throughout California.

11 **FACTUAL BACKGROUND**

12 11. The Employees who comprise the Class and Collective, including Plaintiff, are
13 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
14 Employees who work in nonexempt positions at the direction of Defendants in the State of
15 California. Plaintiff and the Class members were either not paid by Defendants for all hours
16 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
17 Plaintiff and Employees were not paid for the time that they worked while clocked out for meal
18 periods. Defendants also had a uniform policy and practice of rounding all time entries to reflect
19 scheduled shift start and end times rather than paying Plaintiff and the Class members for all hours
20 and minutes they actually worked. Defendants generally rounded time entries to the detriment of
21 the Employees, and these unlawfully rounded time entries were inputted into Defendants' payroll
22 system from which wage statements and payroll checks were created. Plaintiff also contends that
23 Defendants failed to pay Plaintiff and the Class members all wages due and owing, failed to
24 provide meal periods and rest breaks, and failed to furnish accurate wage statements, all in
25 violation of various provisions of the California Labor Code and applicable Wage Orders.

26 12. During the course of Plaintiff and the Class members' employment with
27 Defendants, they were not paid all wages they were owed, including for all work performed and
28 for all overtime hours worked and were forced to work during their meal periods. Defendants also

1 failed to maintain timekeeping records for Plaintiff that would permit him to discover the nature
2 and extent of Defendants' unlawful rounding.

3 13. As a matter of uniform Company policy, Plaintiff and the Class members were
4 required to work while clocked out for their meal periods, and this work was not compensated by
5 Defendants in violation of the California Labor Code. Plaintiff and the Class members were also
6 not paid regular wages and overtime for the time they were required to comply with other
7 requirements imposed upon them, which they had to complete while working through their meal
8 periods and without compensation. As a result, Plaintiff and the Class members worked shifts
9 over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at
10 the appropriate overtime rate for all such hours, including by being required to perform work
11 duties and tasks without pay and while off-the-clock, and due to Defendants' unlawful rounding.
12 As a result, Plaintiff and the Class members worked substantial overtime hours during their
13 employment with Defendants for which they were not compensated, in violation of the California
14 Labor Code, applicable IWC Wage Orders.

15 14. As a result of the above described unlawful rounding, the daily work demands and
16 pressures to work through meal periods, and the other wage violations they endured at
17 Defendants' hands, Plaintiff and the Class members were not properly paid for all wages earned
18 and for all wages owed to them by Defendants, including when working more than eight (8) hours
19 in any given day and/or more than forty (40) hours in any given week. As a result of Defendants'
20 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for
21 which they were not adequately and completely compensated. To the extent applicable,
22 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the
23 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
24 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
25 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

26 15. Therefore, from at least four (4) years prior to the filing of this lawsuit and
27 continuing to the present, Defendants had a consistent policy or practice of failing to pay
28 Employees for all hours worked and failing to pay minimum wage for all time worked as required

1 by California Law.

2 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
3 continuing to the present, Defendants had a consistent policy or practice of failing to pay
4 Employees overtime compensation at premium overtime rates for all hours worked in excess of
5 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
6 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
7 sections of IWC Wage Orders.

8 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
9 continuing to the present, Defendants have regularly required Employees to work shifts in excess
10 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
11 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
12 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
13 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
14 Defendants failed to provide or deficiently provided.

15 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
16 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
17 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
18 Defendants pay Employees premium pay for each day on which requisite rest breaks were not
19 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
20 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

21 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
22 continuing to the present, Defendants have consistently failed to provide Employees with timely,
23 accurate, and itemized wage statements as required by California wage-and-hour laws.
24 Specifically, the wage statements given to Employees by Defendants failed to accurately account
25 for wages, overtime, and premium pay for deficient meal and rest periods all of which Defendants
26 knew or reasonably should have known were owed to Employees, as alleged hereinabove. The
27 Employees’ wage statements did not include the total hours worked in violation of Labor Code §
28 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay

1 period and the corresponding number of hours worked at each such rate in violation of Labor Code
2 § 226(a)(9). The wage statements provided to Employees were confusing and required Employees
3 to engage in discovery and refer to outside sources to verify whether their pay was correct,
4 potentially resulting in a miscalculation by the Employees.

5 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
6 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
7 performance of their job duties for Defendants including, but not limited to, the cost of personal
8 cellphone usage and mileage, which was necessary to perform their duties under Defendants'
9 employ in violation of Labor Code § 2802. More specifically, in the course of performing their
10 duties, Plaintiff and Class members were required to use their personal cell phones to
11 communicate with supervisors and coworkers, and Plaintiff and the Class members were required
12 to drive personal vehicles to the various facilities on Defendants' campus, but Plaintiff and class
13 members were not reimbursed for the expenses they incurred as a result.

14 21. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
15 continuing to the present, Defendants have consistently failed to keep accurate time and wage
16 records as required by California wage-and-hour laws.

17 22. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
18 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
19 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
20 required by California wage-and-hour laws.

21 23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
22 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
23 1185, 1194, 1194.2, 1197, 1199, 2698, 2699, *et seq.*, and 2802.

24 24. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
25 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
26 enjoyed from their violations of Labor Code.

27 **CLASS ALLEGATIONS**

28 25. Plaintiff brings this class action on behalf of himself, and all others similarly

1 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as
2 follows: all individuals employed by Defendants within the State of California at any time within
3 four (4) years of the filing of this lawsuit.

4 26. Further, Plaintiff seeks to represent the following Subclasses composed of and
5 defined as follows:

6 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
7 compensated for all hours worked for Defendants at the applicable minimum wage.

8 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
9 compensated for all hours worked for Defendants at the required rates of pay, including for all
10 hours worked in excess of eight in a day and/or forty in a week.

11 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
12 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
13 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

14 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
15 Defendants' policy and/or practice of failing to authorize and permit Employees to take
16 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
17 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

18 e. Subclass 5. Payroll Records Subclass. All Class members who were subject to
19 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
20 by California wage-and-hour laws.

21 f. Subclass 6. Wage Statement Subclass. All Class members who, within the
22 applicable limitations period, were not provided with accurate itemized wage statements.

23 g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures. All Class
24 members who were subject to Defendants' failure to reimburse for expenses necessarily incurred
25 in the performance of Employees job duties for Defendants.

26 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
27 applicable limitations period, either voluntarily or involuntarily separated from their employment
28 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon

1 termination.

2 i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a
3 result of Defendants' business acts and practices, to the extent such acts and practices are found to
4 be unlawful, deceptive, and/or unfair.

5 27. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
6 modify the class description with greater particularity or further division into subclasses or
7 limitation to particular issues.

8 28. This action has been brought and may properly be maintained as a class action
9 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
10 of interest in litigation and proposed class is easily ascertainable.

11 **A. Numerosity**

12 29. The potential members of the class as defined are so numerous that joinder of all
13 the member of the class is impracticable. While the precise number of class members has not been
14 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
15 time period relevant to this lawsuit, employed more than 100 individuals within the State of
16 California.

17 30. Accounting for employee turnover during the relevant time period increases this
18 number substantially. Plaintiff alleges that Defendants' employment records will provide
19 information as to the number and location of all class members.

20 **B. Commonality**

21 31. There are questions of law and fact common to the class that predominate over any
22 questions affecting only individual class members. These common questions of law and fact
23 include:

- 24 a. Whether Defendants failed to pay Employees minimum wages;
- 25 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 26 c. Whether Defendants failed to pay Employees overtime as required under Labor
27 Code § 510;
- 28 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable

IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;

- e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a);
- g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- h. Whether Defendants failed to reimburse Employees for necessary business expenses;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- l. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

32. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

33. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

34. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only

1 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
2 Defendants' illegal policies or practices of failing to compensate Employees properly.

3 35. Class action treatment will allow those persons similarly situated to litigate their
4 claims in the manner that is most efficient and economical for the parties and the judicial system.
5 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

6 **FIRST CAUSE OF ACTION**
7 **FAILURE TO PAY MINIMUM WAGES**
8 **(Against All Defendants)**

9 36. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
10 full herein.

11 37. Defendants failed to pay Employees minimum wages for all hours worked.
12 Defendants had a consistent policy of misstating Employees time records and failing to pay
13 Employees for all hours worked. Employees would work hours and not receive wages, including
14 as alleged above in connection with working during meal breaks and rounding of timekeeping
15 entries. Defendants had a consistent policy of failing to pay Employees for hours worked during
16 alleged meal periods for which Employees were consistently denied, as also addressed herein.
17 Defendants have also intentionally and improperly rounded, changed, adjusted, and/or modified
18 Employee hours, while benefiting Defendants. Defendants thus regularly failed to pay minimum
19 wages to Plaintiff and Class members, including by unlawful rounding to their detriment.
20 Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for
21 all hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested,
22 without limitation, applicable to the Class as a whole, as a result of implementing a uniform
23 policy and practice that denied accurate compensation to Plaintiff and the other members of the
24 Class as to minimum wage pay.

25 38. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
26 states:

27 The minimum wage for employees fixed by the commission is the
28 minimum wage to be paid to employees, and the payment of a less
wage than the minimum so fixed is unlawful.

1 39. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 40. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

6 Notwithstanding any agreement to work for a lesser wage, any
7 employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to
9 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.

10 41. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 42. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

16 43. Defendants have the ability to pay minimum wages for all time worked and have
17 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
18 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

19 44. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

25 **(Against All Defendants)**

26 45. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 46. By their conduct, as set forth herein, Defendants violated California Labor Code §

1 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
2 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
3 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
4 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
5 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
6 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
7 paying Employees wages for all hours worked including time off the clock working while
8 clocked out for meal periods and due to the rounding of timekeeping entries. Employees
9 regularly worked over 8 hours on a given day or over 40 hours in a given week without receiving
10 overtime compensation.

11 47. Defendants' failure to pay compensation in a timely fashion also constituted a
12 violation of California Labor Code § 204, which requires that all wages shall be paid
13 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
14 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
15 and overtime compensation earned by Employees. Each such failure to make a timely payment of
16 compensation to Employees constitutes a separate violation of California Labor Code § 204.

17 48. Employees have been damaged by these violations of California Labor Code §§
18 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

19 49. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
20 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
21 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
22 reasonable attorneys' fees and costs.

23 **THIRD CAUSE OF ACTION**

24 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

25 **(Against All Defendants)**

26 50. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 51. Employees regularly worked shifts greater than five (5) hours and greater than ten

1 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
2 more than five (5) hours without providing him or her with a meal period of not less than thirty
3 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
4 meal period of not less than thirty (30) minutes.

5 52. Defendants failed to provide Employees with meal periods as required under the
6 Labor Code. Employees were consistently required to work through their meal periods.
7 Employees were also required to take meal periods after working well beyond the five (5) hour
8 shifts. In addition, Defendants had a consistent policy and practice of rounding time entries to
9 reflect scheduled meal period times rather than recording the times meal periods were actually
10 taken, and such rounding was done to the detriment of Employees in that it resulted in
11 timekeeping entries that did not account for all of the hours and minutes actually worked by
12 Employees. What meal periods were provided were also not duty-free due to Defendants' policy
13 and practice of interrupting the meal breaks with work demands. Furthermore, Employees were
14 regularly required to work for more than 10 hours in a given shift without receiving a second
15 uninterrupted thirty (30) minute meal period as required by law.

16 53. Moreover, Defendants failed to compensate Employees for each meal period not
17 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
18 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
19 employee a meal period in accordance with this section, the employer shall pay the employee one
20 hour of pay at the employee's regular rate of compensation for each workday that the meal period
21 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
22 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
23 and 20 of the applicable IWC Wage Order.

24 54. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
25 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
26 period not provided or deficiently provided, a sum to be proven at trial.

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 55. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 56. Plaintiff and Employees consistently worked consecutive four (4) hour shifts.
7 Pursuant to the Labor Code and the applicable IWC Wage Order, Plaintiff and Employees were
8 entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour
9 shift.

10 57. Defendants failed to provide Plaintiff and Employees with timely rest breaks of not
11 less than ten (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided
12 were also not duty-free due to Defendants' policy and practice of interrupting rest breaks with
13 work demands.

14 58. Moreover, Defendants failed to compensate Plaintiff and Employees for each rest
15 period not provided or inadequately provided, as required under Labor Code § 226.7 and the
16 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
17 rest period in accordance with this section, the employer shall pay the employee one hour of pay at
18 the employee's regular rate of compensation for each workday that the rest period is not provided.
19 Defendants failed to compensate the Employees in the Class for each rest period not provided or
20 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
21 Order.

22 59. Therefore, pursuant to Labor Code § 226.7, Plaintiff and Employees are entitled to
23 damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each
24 day worked without the required rest breaks, a sum to be proven at trial.

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FIFTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES
IN VIOLATION OF LABOR CODE § 2802
(Against All Defendants)

60. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

61. Under Labor Code § 2802(a), an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

62. Employees incurred necessary expenditures in the performance of their job duties for Defendants, including, but not limited to, the cost of personal cellphone usage and mileage, which was necessary to perform their duties under Defendants' employ. More specifically, in the course of performing their duties, Plaintiff and Class members were required to use their personal cell phones to communicate with supervisors and coworkers, and Plaintiff and the Class members were required to drive personal vehicles to the various facilities on Defendants' campus. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Plaintiff and Class members for these necessarily incurred business expenses.

63. As a result of the unlawful acts of Defendants, Employees have been deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

64. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

65. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings,

1 total hours worked, and the corresponding number of hours worked at each hourly rate; these
2 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
3 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
4 statements may be given to the employee separately from the payment of wages; in either case the
5 employer must give the employee these statements twice a month or each time wages are paid.

6 66. Defendants failed to provide Plaintiff and Employees with accurate itemized wage
7 statements in writing, as required by the Labor Code. Specifically, the wage statements given to
8 Plaintiff and Employees, by Defendants, failed to accurately account for wages, overtime, and
9 premium pay for deficient meal periods, and reflected incorrect hours worked due to the rounding
10 of timekeeping entries all of which Defendants knew or reasonably should have known were owed
11 to Employees, as alleged hereinabove. Additionally, the wage statements given to Employees, by
12 Defendants, failed to include the above requirements enumerated above. Employees' wage
13 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and
14 failed to accurately set forth all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9).
16 The wage statements provided to Employees were confusing and required Employees to engage in
17 discovery and refer to outside sources to verify whether their pay was correct, potentially resulting
18 in a miscalculation by the Employees.

19 67. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
20 Employees suffered injuries, including among other things confusion over whether they received
21 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
22 forcing them to make mathematical computations to analyze whether the wages paid in fact
23 compensated them correctly for all hours worked.

24 68. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
25 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
26 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
27 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
28 award of costs and reasonable attorneys' fees.

69. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each pay period.

70. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown according to proof.

SEVENTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174

AND 1174.5

(Against All Defendants)

71. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

72. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

73. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Employees as required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages, overtime, and premium pay as discussed above.

74. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

76. Numerous Employees, including Plaintiff, are no longer employed by Defendants; these Employees either quit Defendants' employ or were fired therefrom.

77. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

78. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

79. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

NINTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*

(Against All Defendants)

80. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

81. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

82. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

83. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

84. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal and rest periods, etc., are fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously

1 to enforce minimum labor standards, to ensure that employees are not required or permitted to
2 work under substandard and unlawful conditions, and to protect law-abiding employers and their
3 employees from competitors who lower costs to themselves by failing to comply with minimum
4 labor standards.

5 85. Defendants have violated statutes and public policies. Through the conduct alleged
6 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
7 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
8 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
9 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
10 privileges guaranteed to all employees under the law.

11 86. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
12 violation of the Business & Professions Code § 17200 *et seq.*

13 87. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
14 overtime, failing to provide meal periods, etc., either knew or in the exercise of reasonable care
15 should have known that their conduct was unlawful; therefore their conduct violates the Business
16 & Professions Code § 17200 *et seq.*

17 88. As a proximate result of the above-mentioned acts of Defendants, Employees have
18 been damaged, in a sum to be proven at trial.

19 89. Unless restrained by this Court, Defendants will continue to engage in such
20 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
21 should make such orders or judgments, including the appointment of a receiver, as may be
22 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
23 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
24 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
25 have unlawfully failed to pay.

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1 **TENTH CAUSE OF ACTION**

2 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

3 **(Against All Defendants)**

4 90. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 91. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
7 2699(c) in that within the period of one (1) year prior to Plaintiff's certified letter to the LWDA
8 and Defendants postmarked March 17, 2026, they suffered the violations alleged in this Complaint
9 and were employed by the alleged violators, Defendants.

10 92. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
11 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
12 penalty provisions, without limitation, based on the following California Labor Code sections:
13 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
14 1194, 1194.2, 1197, 1199, 2698, 2699, et seq., and 2802.

15 93. The penalties shall be allocated as follows: 65% to the Labor and Workforce
16 Development Agency (LWDA) and 35% to the affected employee.

17 94. Employees also seek any and all penalties and remedies set forth in Labor Code §
18 558, which states:

19 (a) Any employer or other person acting on behalf of an employer
20 who violates, or causes to be violated, a section of this chapter or any
21 provision regulating hours and days of work in any order of the Industrial
22 Welfare Commission shall be subject to a civil penalty as follows: (1) For
23 any initial violation, fifty dollars (\$50) for each underpaid employee for
24 each pay period for which the employee was underpaid in addition to an
25 amount sufficient to recover underpaid wages. (2) For each subsequent
violation, one hundred dollars (\$100) for each underpaid employee for
each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages. (3) Wages recovered
pursuant to this section shall be paid to the affected employee.

26 (b) If upon inspection or investigation the Labor Commissioner
27 determines that a person had paid or caused to be paid a wage for
28 overtime work in violation of any provision of this chapter, or any
provision regulating hours and days of work in any order of the Industrial
Welfare Commission, the Labor Commissioner may issue a citation. The
procedures for issuing, contesting, and enforcing judgments for citations

1 or civil penalties issued by the Labor Commissioner for a violation of this
2 chapter shall be the same as those set out in Section 1197.1.

3 (c) In a jurisdiction where a local entity has the legal authority to
4 issue a citation against an employer for a violation of any applicable local
5 overtime law, the Labor Commissioner, pursuant to a request from the
6 local entity, may issue a citation against an employer for a violation of
any applicable local overtime law if the local entity has not cited the
employer for the same violation. If the Labor Commissioner issues a
citation, the local entity shall not cite the employer for the same violation.

7 (d) The civil penalties provided for in this section are in addition to
8 any other civil or criminal penalty provided by law.

9 95. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
10 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
11 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
12 for each violation in a subsequent citation, for which the employer fails to provide the employee a
13 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
14 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seek such penalties.

15 96. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
16 LWDA and Defendants postmarked March 17, 2026. The LWDA has not provided notice of its
17 intent to investigate the alleged violations withing 65 calendar days of the postmark date of the
18 letters.

19 **RELIEF REQUESTED**

20 WHEREFORE, Plaintiff prays for the following relief:

- 21 1. For an order certifying this action as a class action;
- 22 2. For compensatory damages in the amount of the unpaid minimum wages for work
23 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
24 the filing of this action, as may be proven;
- 25 3. For liquidated damages in the amount equal to the unpaid minimum wage and
26 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 27 4. For compensatory damages in the amount of the hourly wage made by Employees
28 for each missed or deficient meal period where no premium pay was paid therefor from four (4)

1 years prior to the filing of this action, as may be proven;

2 5. For compensatory damages in the amount of the hourly wage made by Employees
3 for each day requisite rest breaks were not provided or were deficiently provided and where no
4 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
5 be proven;

6 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

7 7. For penalties pursuant to Labor Code § 226.3, as may be proven;

8 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
9 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

10 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

11 10. For restitution for unfair competition pursuant to Business & Professions Code
12 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

13 11. For compensatory damages in the amount of all previously unreimbursed business
14 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
15 from four (4) years prior to the original filing of this action, as may be proven;

16 12. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

17 13. For an order enjoining Defendants and their agents, servants, and employees, and
18 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
19 duties adumbrated in this Complaint;

20 14. For all general, special, and incidental damages as may be proven;

21 15. For an award of pre-judgment and post-judgment interest;

22 16. For an award providing for the payment of the costs of this suit;

23 17. For an award of attorneys' fees; and

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1 18. For such other and further relief as this Court may deem proper and just.

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3 DATED: May 26, 2026

D.LAW, INC.

4
5 By  _____
6 Roman Shkodnik
7 Mason Doidge
8 Attorneys for Plaintiff
9 JASON HOYT
10 and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: May 26, 2026

D.LAW, INC.

By 
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
JASON HOYT
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 250 N Madison Avenue, 2nd Floor Pasadena, CA 91101.

FIRST AMENDED CLASS ACTION COMPLAINT

Agent for Process of Service Robert Half, Inc.

Attorneys for Defendant Touro University dba Touro University California:

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X VIA MAIL: I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, 2nd Floor Pasadena, California, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

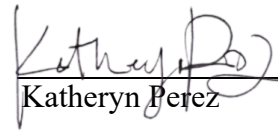
X VIA ELECTRONIC MAIL: Service by electronic mail was made either pursuant to a Court Order, pursuant to agreement between the parties permitting the same, or as a professional courtesy in addition to other proper service. The electronic mail was sent to an electronic mail address maintained by the person(s) on whom the document(s) is/are served as last given by that/those person(s). I personally requested a “delivery receipt” for this electronic mail message, and, unless disallowed by the recipient, received the same.

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1 I declare under penalty of perjury under the laws of the United States of America and the State of
2 California that the foregoing is true and correct.

3 Executed on June 9, 2026, at Pasadena, California.

4 
5 Kathryn Perez