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individually and on behalf of other aggrieved employees and  
similarly situated persons

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF PLACER**

KENDALL SMIT, individually and on  
behalf of other aggrieved employees and  
similarly situated persons,

Plaintiff,

v.

OLD REPUBLIC TITLE HOLDING  
COMPANY, INC., a California  
Corporation, and DOES 1 to 50, inclusive,

Defendants.

Case No. S-CV-0057641

**CLASS ACTION COMPLAINT FOR  
DAMAGES AND PENALTIES:**

- 1. Failure to Pay Minimum Wages**
- 2. Failure to Pay Overtime Wages;**
- 3. Failure To Provide Compliant Meal Periods;**
- 4. Failure to Provide Accurate Wage Statements;**
- 5. Failure to Pay Reimbursements for Expenses**
- 6. Waiting Time Penalties;**
- 7. Violation of California Unfair Competition Law (Bus. & Prof. Code § 17200 *et. seq.*)**
- 8. Civil Penalties Pursuant to Private Attorney General Act, ("PAGA") Labor Code § 2698 *et. seq.***

**DEMAND FOR A JURY TRIAL**

1 Plaintiff KENDALL SMIT (“Plaintiff”) individually, and on behalf of the State of California  
2 and other aggrieved employees under the PAGA, hereby files this Complaint against Defendant  
3 OLD REPUBLIC TITLE HOLDING COMPANY, INC., a California Corporation (“Defendant”),  
4 and DOES 1 to 50, inclusive, (collectively, “Defendants”). Plaintiff alleges the following:

5 **PARTIES AND JURISDICTION**

6 1. Plaintiff is an individual over the age of eighteen (18) and is now, and at all relevant  
7 times mentioned in this Complaint, a resident of the State of California.

8 2. Plaintiff was employed by Defendant at its location at 524 Gibson Drive in Roseville,  
9 California, as a non-exempt Senior Payroll Specialist from approximately December 18, 2024, until  
10 December 11, 2025.

11 3. Plaintiff is informed and believes, and thereon alleges, that Defendant is a California  
12 Corporation, which is engages in business in the State of California, operating as a title insurance  
13 holding company.

14 4. Plaintiff is further informed and believes, and thereon alleges, that each of the  
15 defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or  
16 joint venturer of the remaining defendants and was acting within the course and scope of that  
17 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the  
18 defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the  
19 remaining defendants. The true names and capacities of the defendants named herein Does 1 through  
20 50, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who  
21 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure  
22 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1  
23 through 50, inclusive, when they have been determined.

24 5. Plaintiff alleges that at all times mentioned in this complaint, all Defendants were the  
25 agents of each of the other Defendants, or a subset thereof, and in doing the things alleged in this  
26 complaint were acting within the course and scope of that agency or employment.

27 6. This Superior Court has jurisdiction in this matter.  
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7. Venue is proper in that some of the wrongful acts and violations of law asserted herein occurred within this County.

8. On March 9, 2026, Plaintiff filed her California Labor Code section 2699.3 Private Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). Upon 65 days elapsing since the filing of the PAGA Notice, and the LWDA has not responded, then Plaintiff has fully exhausted her administrative remedies.

9. DOES 1 through 50, inclusive, or a subset thereof, is or are an alter ego of Defendant. There is a unity of interest and ownership among them to such an extent that the separate personality of DOES 1 through 50, or a subset thereof, and Defendant does not really exist, and an inequitable result will occur if the acts in question are treated as those of the legal entity alone.

## GENERAL ALLEGATIONS

9. Plaintiff and other aggrieved current and former employees worked for Defendant(s) as non-exempt employees in California. Plaintiff and similarly aggrieved employees were paid on an hourly basis.

10. Defendants would record or caused to be recorded time records that were inaccurate with respect to meal periods. These inaccuracies included situations where Plaintiff and other aggrieved employees would be recorded as having taken a compliant meal period when, in fact, they had not been provided at least a 30-minute duty-free meal break. These inaccuracies were also the result of Defendants requiring employees, including Plaintiff, to clock out for a meal period but was then required to attend mandatory team lunches or meetings during that time, effectively working through what was recorded as an unpaid meal period.

11. Because of Defendants' policies and practices, the time records maintained for Plaintiff and other aggrieved employees do not accurately capture all time actually worked. Plaintiff and similarly aggrieved employees were not paid for all hours worked, including at the applicable minimum wage and overtime rates.

12. Defendants failed to pay Plaintiff and similarly aggrieved employees all overtime wages owed. Because Defendants required Plaintiff and similarly aggrieved employees to work

1 through time that was recorded as an unpaid meal period, the time worked by Plaintiff and similarly  
2 aggrieved employees was not accurately recorded and summed. Accordingly, and perhaps for other  
3 reasons, time worked by Plaintiff and similarly aggrieved employees that exceeded eight (8) hours per  
4 day or forty (40) hours per week went unrecorded and was not paid at the appropriate overtime rate.  
5 Plaintiff and similarly aggrieved employees were not compensated at 1.5 times their regular rate of  
6 pay for all hours worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek,  
7 nor at double the regular rate for hours worked in excess of twelve (12) hours in a workday.

8 13. Defendants failed to furnish Plaintiff and similarly aggrieved employees with accurate,  
9 itemized wage statements. The wage statements did not accurately reflect, among other things, total  
10 hours worked, the correct gross wages earned, overtime compensation owed, and meal period  
11 premium pay owed.

12 14. Plaintiff and similarly aggrieved employees were required to use their personal cell  
13 phones to perform their job duties, including receiving and responding to push notifications and other  
14 work-related communications. Defendants failed to adequately reimburse Plaintiff and similarly  
15 aggrieved employees for the cost of their personal cell phone service and corresponding cell service,  
16 despite requiring its use for business purposes.

17 15. Defendants failed to pay Plaintiff and similarly aggrieved employees all wages due and  
18 owing upon separation and/or termination of employment, or within seventy-two (72) hours thereafter.  
19 These unpaid wages include, without limitation, wages for all hours worked, overtime compensation,  
20 and meal period premium pay.

21 **The California Class**

22 16. Plaintiff brings this Action as a Class Action, pursuant to Cal. Code of Civ. Proc. §  
23 382, on behalf of a California class, defined as all individuals who are or previously were employed  
24 by Defendants in California and classified as non-exempt employees (the “California Class”) at any  
25 time during the period beginning on the date four (4) years prior to the filing of this Complaint and  
26 ending on the date as determined by the Court (the “California Class Period”). The amount in  
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1 controversy for the aggregate claim of California Class Members is under five million dollars  
2 (\$5,000,000.00).

3 17. To the extent equitable tolling operates to toll claims by the California Class against  
4 Defendants, the California Class Period should be adjusted accordingly.

5 18. The California Legislature has commanded that “all wages... earned by any person in  
6 any employment are due and payable twice during each calendar month, on days designated in  
7 advance by the employer as the regular paydays”, and further that “[a]ny work in excess of eight  
8 hours in one workday and any work in excess of 40 hours in any one workweek . . . shall be  
9 compensated at the rate of no less than one and one-half times the regular rate of pay for an  
10 employee.” (Lab. Code § 204 and § 510(a).) The Industrial Welfare Commission (IWC), however, is  
11 statutorily authorized to “establish exemptions from the requirement that an overtime rate of  
12 compensation be paid... for executive, administrative, and professional employees, provided [inter  
13 alia] that the employee is primarily engaged in duties that meet the test of the exemption, [and]  
14 customarily and regularly exercises discretion and independent judgment in performing those  
15 duties...” (Lab. Code § 510(a).) Neither the Plaintiff nor the other members of the California Class  
16 qualify for exemption from the above requirements.

17 19. Defendants, in violation of the applicable Labor Code, Industrial Welfare  
18 Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law,  
19 intentionally, knowingly, and willfully, engaged in a systematic practice whereby Defendants  
20 required Plaintiff and the other members of the California Class to work off the clock, including  
21 during times that were recorded as unpaid meal periods; Defendants caused inaccurate time records  
22 to reflect that members of the California Class were not working when they were, such as recording  
23 unpaid meal periods as having been taken when they had not been; and Defendants failed to pay all  
24 meal period premiums owed. As a result, Defendants failed to compensate Plaintiff and the other  
25 members of the California Class for all hours worked, even though Defendants enjoyed the benefit  
26 of this work, required employees to perform this work, and permitted or suffered to permit this work.

1           20. Defendants have the legal burden to establish that each and every California Class  
2 Member is paid the applicable minimum wage and overtime rate for all hours worked. Defendants,  
3 however, as a matter of policy and procedure failed to have in place during the California Class  
4 Period, and still fail to have in place, a genuine policy or practice to accurately record all hours  
5 worked by California Class Members or to ensure that each and every California Class Member is  
6 paid for all time worked at the applicable rate, so as to satisfy their burden. This common business  
7 practice applicable to each and every California Class Member can be adjudicated on a class-wide  
8 basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, et seq.  
9 (the “UCL”) as causation, damages, and reliance are not elements of this claim.

10           21. At no time during the California Class Period did Defendants accurately record all  
11 hours worked by members of the California Class or compensate them for all hours worked at the  
12 applicable minimum wage and overtime rates, as required by California Labor Code §§ 204, 510,  
13 1194, and 1197, et seq.

14           22. The California Class is so numerous that joinder of all California Class Members is  
15 impracticable.

16           23. Defendants violated the rights of the California Class under California law by:

- 17           a) Violating the California Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200,  
18 et seq., by unlawfully, unfairly and/or deceptively having in place company policies,  
19 practices and procedures that required employees to work during time that was  
20 recorded as unpaid meal periods, caused time records to be inaccurate regarding meal  
21 periods and time worked, and that failed to pay all minimum and overtime wages due  
22 to the California Class for all time worked;
- 23           b) Committing an act of unfair competition in violation of the California Unfair  
24 Competition Laws, Cal. Bus. & Prof. Code §§ 17200, et seq., by unlawfully, unfairly,  
25 and/or deceptively having in place a company policy, practice and procedure that  
26 failed to provide mandatory meal breaks to Plaintiff and the California Class  
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members, and that caused and/or required the entry of inaccurate meal times on employee timesheets;

- c) Committing an act of unfair competition in violation of the California Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200, et seq., by unlawfully, unfairly, and/or deceptively failing to reimburse Plaintiff and the California Class members for necessary business expenditures incurred in the discharge of their duties and/or at Defendants' direction;
- d) Violating Cal. Lab. Code §§ 510, et seq., by failing to pay Plaintiff and the members of the California Class the correct overtime pay for all hours worked, for which Defendants are liable pursuant to Cal. Lab. Code §§ 1194 & 1198;
- e) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1, et seq., and applicable IWC Wage Orders by failing to pay Plaintiff and the members of the California Class at least the applicable minimum wage for all hours worked;
- f) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide Plaintiff and the other members of the California Class with all legally required off-duty, uninterrupted thirty (30) minute meal breaks, and recording and/or causing to be recorded false meal times on employee timesheets;
- g) Violating Cal. Lab. Code § 226, by failing to provide Plaintiff and the members of the California Class with accurate itemized wage statements reflecting, among other things, total hours worked, correct gross wages earned, overtime compensation owed, and meal period premium pay owed;
- h) Violating Cal. Lab. Code §§ 201, 202 and/or 203 –which provides that when an employee is discharged or quits from employment, the employer must pay the employee all wages due without abatement– by failing to tender full payment of all wages owed, including wages for all hours worked, overtime compensation, and meal period premium pay, in the manner required by California law to the members of the California Class who have terminated their employment; and,

- 1 i) Violating Cal. Lab. Code § 2802 by failing to reimburse or indemnify the members of  
2 the California Class for necessary business expenditures, including the cost of  
3 personal cell phone service, incurred in direct consequence of the discharge of their  
4 duties or of their obedience to the directions of Defendants.

5 24. This Class Action meets the statutory prerequisites for the maintenance of a Class  
6 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 7 a) The persons who comprise the California Class are so numerous that the joinder of all  
8 such persons is impracticable and the disposition of their claims as a class will benefit  
9 the parties and the Court;
- 10 b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are  
11 raised in this Complaint are common to the California Class and will apply to every  
12 member of the California Class;
- 13 c) The claims of the representative Plaintiff are typical of the claims of each member of  
14 the California Class. Plaintiff, like all the other members of the California Class, was  
15 subjected to the employment practices of Defendants and was a non-exempt  
16 employee paid on an hourly basis who was subjected to Defendants' systematic  
17 practice and policy of requiring employees to work during recorded meal periods,  
18 causing employees' timecards to be inaccurate regarding unpaid meal periods, failing  
19 to provide compliant meal periods, failing to maintain accurate time records, failing  
20 to provide accurate wage statements, failing to reimburse necessary business  
21 expenses including personal cell phone costs, and failing to pay all wages due upon  
22 separation. Plaintiff sustained economic injury as a result of Defendants' employment  
23 practices. Plaintiff and the members of the California Class were and are similarly or  
24 identically harmed by the same unlawful, deceptive and unfair misconduct engaged in  
25 by Defendants; and,
- 26 d) The representative Plaintiff will fairly and adequately represent and protect the  
27 interest of the California Class, and has retained counsel who are competent and  
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1 experienced in Class Action litigation. There are no material conflicts between the  
2 claims of the representative Plaintiff and the members of the California Class that  
3 would make class certification inappropriate. Counsel for the California Class will  
4 vigorously assert the claims of all California Class Members.

5 25. In addition to meeting the statutory prerequisites to a Class Action, this action is  
6 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

7 a) Without class certification and determination of declaratory, injunctive, statutory and  
8 other legal questions within the class format, prosecution of separate actions by  
9 individual members of the California Class will create the risk of:

10 (a) Inconsistent or varying adjudications with respect to individual members of  
11 the California Class which would establish incompatible standards of  
12 conduct for the parties opposing the California Class; and/or,

13 (b) Adjudication with respect to individual members of the California Class  
14 which would as a practical matter be dispositive of interests of the other  
15 members not party to the adjudication or substantially impair or impede  
16 their ability to protect their interests.

17 b) The parties opposing the California Class have acted or refused to act on grounds  
18 generally applicable to the California Class, making appropriate class-wide relief with  
19 respect to the California Class as a whole in that Defendants failed to pay all wages  
20 due for all hours worked by the members of the California Class as required by law;

21 (a) With respect to the Cause of Action for Violation of California Unfair  
22 Competition Law (Bus. & Prof. Code para. 17200 et seq.), the final relief on  
23 behalf of the California Class sought does not relate exclusively to  
24 restitution because through this claim Plaintiff seeks declaratory relief  
25 holding that Defendants' policies and practices constitute unfair  
26 competition, along with injunctive relief and incidental equitable relief as  
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1 may be necessary to prevent and remedy the conduct declared to constitute  
2 unfair competition;

3 c) Common questions of law and fact exist as to the members of the California Class,  
4 with respect to the practices and violations of California law as listed above, and  
5 predominate over any question affecting only individual California Class Members,  
6 and a Class Action is superior to other available methods for the fair and efficient  
7 adjudication of the controversy, including consideration of:

8 (a) The interests of the members of the California Class in individually  
9 controlling the prosecution or defense of separate actions in that the  
10 substantial expense of individual actions will be avoided to recover the  
11 relatively small amount of economic losses sustained by the individual  
12 California Class members when compared to the substantial expense and  
13 burden of individual prosecution of this litigation;

14 (b) Class certification will obviate the need for unduly duplicative litigation that  
15 would create the risk of:

- 16 1. Inconsistent or varying adjudications with respect to individual  
17 members of the California Class, which would establish incompatible  
18 standards of conduct for the Defendants; and/or,  
19 2. Adjudications with respect to individual members of the California  
20 Class would as a practical matter be dispositive of the interests of the  
21 other members not parties to the adjudication or substantially impair or  
22 impede their ability to protect their interests;

- 23 a. In the context of wage litigation, a substantial number of  
24 individual California Class members will avoid asserting their  
25 legal rights out of fear of retaliation by Defendants, because it  
26 may adversely affect an individual's job with Defendants or  
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1 with a subsequent employer, the Class Action is the only  
2 means to assert their claims through a representative; and,

- 3 b. A class action is superior to other available methods for the fair  
4 and efficient adjudication of this litigation because class  
5 treatment will obviate the need for unduly and unnecessary  
6 duplicative litigation that is likely to result in the absence of  
7 certification of this action pursuant to Cal. Code of Civ. Proc. §  
8 382.

9 26. The Court should permit this action to be maintained as a Class Action because:

- 10 a) The questions of law and fact common to the California Class predominate over any  
11 question affecting only individual California Class Members because Defendants'  
12 employment practices are applied uniformly with respect to the California Class;  
13 b) A Class Action is superior to any other available method for the fair and efficient  
14 adjudication of the claims of the members of the California Class because in the  
15 context of employment litigation a substantial number of individual California Class  
16 Members will avoid asserting their rights individually out of fear of retaliation or  
17 adverse impact on their employment;  
18 c) The members of the California Class are so numerous that it is impractical to bring all  
19 members of the California Class before the Court;  
20 d) Plaintiff, and the other California Class Members, will not be able to obtain effective  
21 and economic legal redress unless the action is maintained as a Class Action;  
22 e) There is a community of interest in obtaining appropriate legal and equitable relief for  
23 the acts of unfair competition, statutory violations and other improprieties, and in  
24 obtaining adequate compensation for the damages and injuries which Defendants'  
25 actions have inflicted upon the California Class;  
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- 1 f) There is a community of interest in ensuring that the combined assets of Defendants  
2 are sufficient to adequately compensate the members of the California Class for the  
3 injuries sustained;
- 4 g) Defendants have acted or refused to act on grounds generally applicable to the  
5 California Class, thereby making final class-wide relief appropriate with respect to  
6 the California Class as a whole;
- 7 h) The members of the California Class are readily ascertainable from the business  
8 records of Defendants; and,
- 9 i) Class treatment provides manageable judicial treatment calculated to bring an  
10 efficient and rapid conclusion to all litigation of all wage and hour related claims  
11 arising out of the conduct of Defendants as to the members of the California Class.

12 27. Defendants maintain records from which the Court can ascertain and identify by job  
13 title each of Defendants' employees who have been subjected to Defendants' conduct as herein  
14 alleged. Plaintiff will seek leave to amend the Complaint to include any additional job titles of  
15 similarly situated employees when they have been identified.

16 28. Common questions of law and fact exist as to members of the California Class,  
17 including, but not limited, to the following:

- 18 a) Whether Defendants maintained a systematic practice of requiring employees to work  
19 during recorded meal periods and causing inaccurate time records to be created  
20 regarding working time and meal periods;
- 21 b) Whether Defendants required Plaintiff and the other members of the California Class  
22 to work through recorded meal periods;
- 23 c) Whether Defendants unlawfully failed to pay all minimum wages and overtime  
24 compensation owed to members of the California Class for all hours worked, in  
25 violation of the California Labor Code, California regulations, and the applicable  
26 IWC Wage Order;
- 27  
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- 1 d) Whether Defendants failed to provide Plaintiff and the other members of the  
2 California Class with legally required uninterrupted thirty (30) minute meal breaks;  
3 e) Whether Defendants caused employees to generate inaccurate timecards regarding  
4 meal periods;  
5 f) Whether Defendants failed to adequately reimburse Plaintiff and the other members  
6 of the California Class for necessary business expenditures, including personal cell  
7 phone costs;  
8 g) Whether Defendants failed to provide Plaintiff and the other members of the  
9 California Class with accurate itemized wage statements;  
10 h) Whether Defendants failed to reimburse Plaintiff and the other members of the  
11 California Class for necessary business expenditures incurred in the discharge of their  
12 duties;  
13 i) Whether Defendants have engaged in unfair competition by the above-listed conduct;  
14 j) The proper measure of damages and penalties owed to the members of the California  
15 Class; and,  
16 k) Whether Defendants' conduct was willful.

17 29. Defendants' business practices were applied to each and every member of the  
18 California Class, and therefore, the propriety of this conduct can be adjudicated on a class-wide  
19 basis.

20 WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

21 **FIRST CAUSE OF ACTION**  
22 **Failure to Pay Minimum Wages**  
23 **Cal. Labor Code §§ 1194, 1194.2, 1197**  
**(All Defendants)**

24 10. Plaintiff realleges and incorporates by reference the allegations in each Paragraph  
25 above as though fully set forth herein.

11. Cal Lab. Code § 1197, provides, “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

12. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage and overtime compensation and interest thereon, together with the costs of suit.

13. Cal. Lab. Code § 1194.2 establishes that when an employee's seeks unpaid wages for being paid less than the minimum wage, the employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

14. As described above, Defendants failed to pay Plaintiff and the members of the California Class at least the minimum wage for all hours worked.

15. Defendants' conduct was willful. Defendants knew they were not keeping accurate time records.

16. As a proximate result of the Defendants' conduct, Plaintiff and the California Class have been damaged and are entitled to damages under Labor Code §§ 1194, 1194.2, and 1197 in an amount to be established at trial.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

**SECOND CAUSE OF ACTION**  
**Failure to Pay Overtime Wages**  
**Cal. Lab. Code §§ 510, 1194**  
**(All Defendants)**

17. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

18. During the period Plaintiff and members of the California Class were employed by Defendants, Defendants were required to compensate them one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See California Labor Code §§ 510, 1194.*

1           19.     Although Plaintiff and the members of the California Class regularly worked in  
2 excess of eight (8) hours a day and/or forty (40) hours per week, Defendants failed to pay all  
3 overtime wages owed to them.

4           20.     Plaintiff and the members of the California Class were a non-exempt employees  
5 under the administrative, executive, or professional exemptions of the applicable Wage Order and  
6 California Labor Code section 510.

7           21.     Defendants' conduct described herein violates California Labor Code sections 510  
8 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and the  
9 members of the California Class have been damaged and deprived of overtime wages, in an amount  
10 to be established at trial. Plaintiff and the members of the California Class now seeks these wages,  
11 attorney's fees and costs, and interest pursuant to California Labor Code section 1194.

12                                   **THIRD CAUSE OF ACTION**  
13                                   **Failure to Provide Compliant Meal Periods**  
                                      **Cal. Labor Code §§ 226.7 & 512**  
                                      **(All Defendants)**

14           22.     Plaintiff realleges and incorporates by reference the allegations in each Paragraph  
15 above as though fully set forth herein.

16           23.     An employer must provide employees a meal period in accordance with the  
17 applicable Wage Order and Labor Code sections 226.7 and 512.

18           24.     Labor Code section 510 and Wage Order 4-2001, section 10(A) require an employer  
19 to provide employees meal periods of thirty (30) minutes per five (5) hours worked before the end of  
20 the fifth hour of work.

21           25.     For the reasons stated above, Plaintiff and the members of the California Class were  
22 not authorized and permitted to take legally compliant meal periods before the end of the fifth of  
23 hour work, pursuant to California law. Defendants also failed to pay meal period premiums for its  
24 failure to provide compliant meal periods.

25           26.     As a proximate cause of Defendants' failure to provide timely, compliant meal  
26 periods, Plaintiff and the members of the California Class is entitled to one (1) hour of pay at the  
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1 regular rate of compensation for each meal period not timely provided, as a wage, in an amount to be  
2 established at trial. See California Labor Code § 226.7 and Wage Order 4-2001 § 10(D).

3 WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

4 **FOURTH CAUSE OF ACTION**  
5 **Failure to Provide Accurate Wage Statements**  
6 **Cal. Labor Code § 226**  
7 **(All Defendants)**

8 27. Plaintiff realleges and incorporates by reference the allegations in each Paragraph  
9 above as though fully set forth herein.

10 28. According to Labor Code section 226(a), an employer must provide an itemized  
11 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

12 *(1) gross wages earned, (2) total hours worked by the employee,*  
13 *except for any employee whose compensation is solely based on a*  
14 *salary and who is exempt from payment of overtime under*  
15 *subdivision (a) of Section 515 or any applicable order of the*  
16 *Industrial Welfare Commission, (3) the number of piece-rate units*  
17 *earned and any applicable piece rate if the employee is paid on a*  
18 *piece-rate basis, (4) all deductions, provided that all deductions*  
19 *made on written orders of the employee may be aggregated and*  
20 *shown as one item, (5) net wages earned, (6) the inclusive dates of*  
21 *the period for which the employee is paid, (7) the name of the*  
22 *employee and the last four digits of his or her social security number*  
23 *or an employee identification number other than a social security*  
24 *number, (8) the name and address of the legal entity that is the*  
25 *employer and, if the employer is a farm labor contractor, as defined*  
26 *in subdivision (b) of Section 1682, the name and address of the legal*  
27 *entity that secured the services of the employer, and (9) all*  
28 *applicable hourly rates in effect during the pay period and the*  
*corresponding number of hours worked at each hourly rate by the*  
*employee. The deductions made from payment of wages shall be*  
*recorded in ink or other indelible form, properly dated, showing the*  
*month, day, and year, and a copy of the statement and the record of*  
*the deductions shall be kept on file by the employer for at least three*  
*years at the place of employment or at a central location within the*  
*State of California.*

29 29. Defendants failed to provide an itemized statement or failed to provide an accurate  
30 and complete itemized statement as required by Labor Code section 226(a) to Plaintiff and other  
31 members of the California Class. Defendants failed to provide accurate itemized wage statements in  
32 accordance with California Labor Code section 226(a).

30. Additionally, Plaintiff and other members of the California Class suffered injury as a result of Defendants' knowing and intentional failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of California Labor Code section 226, subdivision (a), and Plaintiff and other members of the California Class cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff's position would not be able to readily ascertain the information without reference to other documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

31. This underpayment of wages also caused the calculations on the wage statements issued to Defendants' employees to be incorrect and legally noncompliant.

32. As a proximate cause of Defendants' failure to provide accurate statements, Plaintiff and other members of the California Class were damaged and are entitled to statutory and civil penalties under the California Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

**FIFTH CAUSE OF ACTION**  
**Failure to Pay Reimbursements for Expenses**  
**Cal. Labor Code § 2802**  
**(All Defendants)**

33. Plaintiff hereby incorporates by reference and re-alleges all paragraphs set forth above as though fully set forth herein.

34. Labor Code section 2802(a) states that, “An employer shall indemnify his or her employee 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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

35. As described above, Defendants failed to pay required reimbursements to Plaintiff and other members of the California Class in violation of the Labor Code, including, without limitation, failing to adequately reimburse Plaintiff and other members of the California Class use of

1 her personal cell phone, including for push notifications and other work-related communications, to  
2 conduct business with and on behalf of Defendants.

3 36. Defendants' conduct was willful. Defendants knew that Plaintiff and other members  
4 of the California Class were not compensated for expenses they incurred on behalf of Defendants,  
5 including the expenses alleged herein.

6 37. As a proximate result of the Defendants' conduct, Plaintiff has been damaged and  
7 deprived of reimbursements and thereby seeks reimbursement of all unreimbursed costs and  
8 expenses, attorneys fees, costs of suit, and any other remedies the court deems appropriate.

9 WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

10 **SIXTH CAUSE OF ACTION**  
11 **Waiting Time Penalties**  
12 **Cal. Labor Code §§ 201, 202, 203**  
**(All Defendants)**

13 38. Plaintiff realleges and incorporates by reference the allegations in each Paragraph  
14 above as though fully set forth herein.

15 39. An employer must pay an employee who is terminated all unpaid wages immediately  
16 upon termination. California Labor Code § 201.

17 40. An employer who willfully fails to pay an employee wages in accordance with  
18 California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up  
19 to thirty (30) days. California Labor Code § 203.

20 41. Plaintiff and other members of the California Class did not receive all wages at their  
21 respective termination from employment, including, but not limited to, overtime owed, meal period  
22 premiums owed, and other unpaid wages.

23 42. Defendants knew of their obligation to pay Plaintiff and other members of the  
24 California Class, and Defendants' failure to pay all wages was in complete disregard of the  
25 obligation. Such conduct shows Defendants' knowledge of their obligation to pay all wages owed  
26 upon termination was a willful refusal.

43. As a proximate result of the Defendants' conduct, Plaintiff and other members of the California Class have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

**SEVENTH CAUSE OF ACTION**  
**Violation of California Unfair Competition Law**  
**Bus. & Prof. Code §§. 17200 et seq.**  
**(All Defendants)**

44. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

45. California Business and Professions Code section 17200 provides that “unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.”

46. Defendants committed numerous violations of the California Labor Code throughout the employment relationship.

47. The actions of Defendants and/or Defendants' conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code section 17200 et seq.).

48. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and other members of the California Class is entitled to restitution as a result of their unfair business practices, including, but not limited to, public injunctive relief all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

**EIGHTH CAUSE OF ACTION**  
**Civil Penalties Pursuant to PAGA**  
**Cal. Lab. Code §§ 2698 *et seq.***  
**(All Defendants)**

49. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

1           50. Plaintiff brings this cause of action as a proxy for the State of California and in this  
2 capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of the  
3 California Labor Code, including but not necessarily limited to, those Labor Code violations  
4 identified above.

5           51. On or about March 9, 2026, Plaintiff sent written notice to the LWDA regarding the  
6 Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*,  
7 PAGA. After 65 days, when LWDA has not provided notice that it intended to take any action,  
8 Plaintiff has fully exhausted her administrative remedies.

9           52. Plaintiff is entitled to recover civil penalties on behalf of the State of California and  
10 all similarly aggrieved employees for all violations of the Labor Code from March 9, 2025, through  
11 trial on this matter.

12           53. As set forth above, Defendants committed various violations of the labor code.

13           54. California Labor Code section 1194 and 1197 require employers to pay employees  
14 the minimum wage fixed by the commission or by any applicable state or local law, which includes  
15 applicable wage orders. Employers are required to pay employees for all time worked and failure to  
16 do so results in a failure to pay the minimum wage.

17           55. California Labor Code sections 510 and 1194 require employers to pay employees  
18 overtime for any work in excess of eight (8) hours in one workday and any work in excess of forty  
19 (40) hours in any one workweek. Employers must also pay overtime for the first eight (8) hours  
20 worked on the seventh day of work in any one workweek. Finally, employers must pay double time  
21 for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in  
22 excess of eight (8) hours on the seventh day of work in any one workweek. Plaintiff and similarly  
23 situated aggrieved employees were not paid all overtime, including any double time, wages owed.

24           56. Labor Code section 1174 requires employers to keep payroll records showing the  
25 hours worked daily by and the wages paid to employees. As stated above, Defendants required  
26 employees to work during recorded meal periods and caused inaccurate time records to be recorded  
27 that failed to show all time worked and indicated that compliant meal periods had been taken when  
28

1 they had not. As a result, Defendants failed to maintain accurate records of all hours worked by  
2 Plaintiff and similarly aggrieved employees in violation of the Labor Code.

3 57. Defendants failed to provide all the legally required off-duty meal breaks to Plaintiff  
4 and other aggrieved employees as required by the applicable Wage Order and Labor Code, including  
5 Labor Code Section 512. And Defendants further violated California Labor Code § 226.7 and the  
6 applicable IWC Wage Order by failing to compensate Plaintiff and other aggrieved employees who  
7 were not provided a timely meal period, in accordance with the applicable Wage Order, one  
8 additional hour of compensation at each employee's regular rate of pay for each workday that a  
9 lawful meal period was not provided.

10 58. Labor Code section 226 requires employers to furnish to employees with "an accurate  
11 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the  
12 employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the  
13 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on  
14 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)  
15 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
16 only the last four digits of his or her social security number or an employee identification number  
17 other than a social security number, (8) the name and address of the legal entity that is the employer .  
18 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of  
19 hours worked at each hourly rate by the employee . . . ." For the reasons stated above, Defendants  
20 failed to comply with these requirements with respect to Plaintiff and similarly aggrieved employees  
21 in violation of the Labor Code.

22 59. Labor Code section 2802(a) requires employers to indemnify employees for all  
23 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of  
24 his or her duties, or of his or her obedience to the directions of the employer. For the reasons stated  
25 above, Defendants failed to reimburse Plaintiff and similarly aggrieved employees for all necessary  
26 business-related expenses incurred in the discharge of their duties in violation of the Labor Code.

60. Labor Code sections 201–203 require that all wages be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Defendants’ employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in violation of the Labor Code.

WHEREFORE, Plaintiff seeks judgment against Defendants as set forth below.

## **PRAYER FOR DAMAGES**

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. A jury trial;
2. For compensatory damages, including all unpaid wages, according to proof and as allowed by law;
3. Exemplary and punitive damages according to proof and as allowed by law;
4. For statutory and civil penalties under the California Labor Code according to proof and as allowed by law;
5. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
6. For an award of prejudgment and post-judgment interest; and
7. For an award of such other and further relief as the Court deems just and proper.

Dated: April 15, 2026

**Castle Law: California Employment Counsel, PC**

By:   
 Timothy B. Del Castillo  
 Lisa L. Bradner  
 Kent L. Bradbury  
 Bryce Q. Fick  
 Attorneys for Plaintiff KENDALL SMIT

**JURY TRIAL DEMAND**

Plaintiff hereby demands a trial by jury.

Dated: April 15, 2026

**Castle Law: California Employment Counsel, PC**



By: \_\_\_\_\_

Timothy B. Del Castillo

Lisa L. Bradner

Kent L. Bradbury

Bryce Q. Fick

Attorneys for Plaintiff KENDALL SMIT