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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

RAFAEL GOMEZ, an individual, on behalf of himself, the State of California, and all other Aggrieved Employees,

Plaintiff,

v.

BEZSAM, INC., a California corporation doing business as COORDINATED FLEET SERVICES; BENJAMIN MACIAS, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26STCV30957

REPRESENTATIVE ACTION COMPLAINT FOR CIVIL PENALTIES:

1. Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*)

Plaintiff RAFAEL GOMEZ, by and through his undersigned counsel, on behalf of himself, the State of California, and all other aggrieved employees, alleges against the above-named Defendants as follows:

NATURE OF ACTION

1. This is a representative action brought pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. ("PAGA"), arising from the systematic violations of the California Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 9-2001 ("Wage Order 9") committed by Defendant BEZSAM, INC., a California corporation doing business as Coordinated Fleet Services ("CFS" or "Entity Defendant"); BENJAMIN MACIAS, an individual; and DOES 1 through 50 (collectively, "Defendants")

against Plaintiff RAFAEL GOMEZ ("Plaintiff") and all other aggrieved employees. Throughout the relevant period, Defendants failed to pay minimum wages for all hours worked, failed to pay overtime wages at the correct regular rate of pay, failed to pay sick leave at the correct rate, failed to provide lawful meal periods, failed to authorize and permit lawful rest periods, failed to timely pay wages during employment, made unlawful deductions from wages, issued materially inaccurate wage statements, failed to maintain accurate payroll records, willfully failed to timely pay all final wages upon separation of employment, and failed to reimburse necessary business expenses. Defendants admitted core violations through their own internal payroll audit, which disclosed that CFS "inadvertently used the incorrect regular rate of pay when calculating overtime pay and paid sick leave."

2. Because Plaintiff submitted his operative notice to the LWDA on March 6, 2026, this action is governed by PAGA as amended by Assembly Bill 2288 and Senate Bill 92 (effective June 19, 2024).

PARTIES

3. **Plaintiff:** At all times relevant herein, RAFAEL GOMEZ ("Plaintiff") was a resident of the State of California, County of San Diego. Plaintiff was employed by Defendants as a non-exempt, hourly-paid Medical Transport Driver from on or about July 26, 2023, until his termination on December 4, 2025. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699(c) because he was employed by the alleged violators and personally suffered each of the violations alleged in this Complaint.

4. **Defendants:**

(a) Defendant BEZSAM, INC., a California corporation doing business as Coordinated Fleet Services ("CFS" or "Entity Defendant"), is a California corporation that, at all times relevant herein, was authorized to do business and is doing business in the State of California, County of San Diego. Defendant CFS is and was at all times relevant herein engaged in the business of medical patient transportation services, operating under the trade

name “Coordinated Fleet Services.” Defendant CFS’s principal place of business is located at 730 West 19th Street, National City, California 91950.

(b) Defendant BENJAMIN MACIAS (“MACIAS” or “Individual Defendant”) is, and at all times relevant herein was, a resident of the State of California, County of San Diego. Upon information and belief, MACIAS is an owner, officer and/or director of Defendant BEZSAM, INC. dba Coordinated Fleet Services. At all times relevant herein, MACIAS exercised control over the working conditions, wages, and employment decisions affecting Plaintiff and other employees of Defendant CFS, including CFS’s wage and hour policies and practices. MACIAS is an employer or other person acting on behalf of an employer, and an “owner, director, officer, or managing agent” of the employer, within the meaning of Labor Code section 558.1, and is personally liable for the violations of the statutes and Wage Order provisions regulating wages and hours of work alleged herein. MACIAS is sued herein in his individual capacity.

5. **Doe Defendants:** The true names and capacities, whether corporate, associate, individual or otherwise, of Defendants DOES 1 through 50, inclusive, are unknown to Plaintiff who sues said Defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the Defendants designated as a Doe is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other aggrieved employees alleged in this Complaint. Plaintiff will seek leave to amend this Complaint to show the true names and capacities when the same have been ascertained.

6. Defendants CFS; MACIAS; and DOES 1 through 50 will hereinafter collectively be referred to as “Defendants.”

7. **Relationship of Defendants:** At all times relevant herein, Defendants CFS; MACIAS; and DOES 1 through 50, and each of them, were the joint employers, alter egos, agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting

within the course and scope of their authority as such joint employers, alter egos, agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and consent of each Defendant designated herein. All Defendants compelled, coerced, aided, and/or abetted the illegal conduct alleged in this Complaint. All Defendants were responsible for the events and damages alleged herein, including on the following bases: (a) Defendants committed the acts alleged; (b) at all times relevant, one or more of the Defendants was the agent or employee, and/or acted under the control or supervision, of one or more of the remaining Defendants and, in committing the acts alleged, acted within the course and scope of such agency and employment and/or is or are otherwise liable for the acts alleged herein; (c) at all times relevant, there existed a unity of ownership and interest between or among two or more of the Defendants such that any individuality and separateness between or among those Defendants has ceased, and Defendants are the alter egos of one another. Defendants exercised domination and control over one another to such an extent that any individuality or separateness of Defendants does not, and at all times herein mentioned did not, exist. Adherence to the fiction of the separate existence of Defendants would permit abuse of the corporate privilege and would sanction fraud and promote injustice. All actions of all Defendants were taken by employees, supervisors, executives, officers, and directors during employment with all Defendants, were taken on behalf of all Defendants, and were engaged in, authorized, ratified, and approved of by all other Defendants.

JURISDICTION AND VENUE

8. Pursuant to Article VI, §10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California, County of Los Angeles, State of California. This Court also has jurisdiction over this representative PAGA action pursuant to Labor Code sections 2698, et seq.

9. Venue is appropriate in the Superior Court of California, County of Los Angeles, because Defendants have consented to venue in this Court. (*See* Code Civ. Proc., § 396b, subd. (a).)

10. The civil penalties sought in this action exceed $35,000, exclusive of attorneys' fees and costs, and the action is not of otherwise limited jurisdiction. Civil Procedure Code, §§86, 88.

PAGA REPRESENTATIVE ALLEGATIONS AND EXHAUSTION

11. **PAGA framework:** At all times relevant herein, PAGA, Labor Code sections 2698 through 2699.8, as amended by Assembly Bill 2288 and Senate Bill 92 (effective June 19, 2024), was in full force and effect and was binding on Defendants. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom one or more of the alleged violations was committed. Pursuant to Labor Code section 2699(f), civil penalties are also established and recoverable for all provisions of the Labor Code except those for which a civil penalty is specifically provided.

12. **Aggrieved Employees:** Plaintiff brings this action on behalf of himself, the State of California, and all other "Aggrieved Employees," defined as all current and former hourly or non-exempt employees who worked for Defendants in the State of California during the PAGA Period.

13. **PAGA Period:** The "PAGA Period" means the period commencing March 6, 2025 - one year prior to the submission of Plaintiff's LWDA Notice, or such earlier date as the tolling provisions of Labor Code section 2699.3(d) permit - and continuing through the present and through the date of entry of judgment in this action or of any order approving a settlement of the claims alleged herein.

14. **Plaintiff's standing:** Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699(c)(1) because he was employed by the alleged violators and personally suffered each of the violations alleged in this Complaint during the period prescribed under Code of Civil Procedure section 340, including through his termination on December 4, 2025, and thereafter with respect to Defendants' willful failure to timely pay all final wages and issuance of materially inaccurate wage statements.

15. **Exhaustion of administrative remedies:** On March 6, 2026, pursuant to Labor Code section 2699.3(a)(1), Plaintiff, through his counsel, provided written notice to the LWDA via its online filing system, and to Defendants by certified mail, specifying each of the provisions of the Labor Code and Wage Order 9 alleged to have been violated and the facts and theories supporting each alleged violation (the "LWDA Notice"). Plaintiff concurrently submitted the required filing fee of $75.00.

16. More than sixty-five (65) calendar days have elapsed since Plaintiff submitted the LWDA Notice. The LWDA has not issued a citation, has not notified Plaintiff and Defendants that it intends to investigate the alleged violations, and has not otherwise notified the parties of its response. Accordingly, pursuant to Labor Code section 2699.3(a)(2)(A), Plaintiff has exhausted the applicable administrative prerequisites and is authorized to commence and maintain this civil action for civil penalties under PAGA.

17. This action is appropriately brought and maintained as a representative action under PAGA because:

(a) this action involves violations of provisions of the California Labor Code and Wage Order 9 that provide for civil penalties to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees, and/or for which Labor Code section 2699(f) establishes civil penalties;

(b) Plaintiff is an "aggrieved employee" because he was employed by the alleged violators and one or more of the alleged violations was committed against him, and he personally suffered each of the violations alleged in this Complaint; and

(c) Plaintiff has satisfied the procedural requirements of Labor Code section 2699.3, as set forth above.

18. In this action, Plaintiff seeks no individual damages, no unpaid wages, no restitution, and no other individualized relief. Plaintiff seeks only the civil penalties, reasonable attorneys' fees and costs, and injunctive relief.

FACTUAL ALLEGATIONS

19. **Plaintiff's hiring:** On or about July 26, 2023, Plaintiff began working for Defendants as a Medical Transport Driver. Plaintiff's primary duties consisted of transporting medical patients using company-provided Ford Transit vans.

20. **Plaintiff's separation:** Defendants terminated Plaintiff's employment on December 4, 2025.

21. **Defendants' operations and workforce:** Defendant CFS operates a medical patient transportation business headquartered at 730 West 19th Street, National City, California 91950. The company employs approximately 300 employees, including medical transport drivers such as Plaintiff. Plaintiff was classified as a non-exempt, hourly employee, and was paid on a weekly basis by direct deposit through the Paychex payroll system. As a condition of his employment, Plaintiff was required to use a company-provided Transit van and a company mobile application ("Paychex") to track his hours, request time off, and communicate with Human Resources personnel.

22. **Applicable Wage Order:** At all times relevant herein, Plaintiff and the other Aggrieved Employees were employed by Defendants in the transportation industry and/or in occupations covered by Wage Order 9, which applied to and was binding on Defendants.

23. **Plaintiff's schedule:** Plaintiff regularly worked ten-hour days, and sometimes twelve-hour days, Monday through Friday, and was occasionally required to work on Saturdays. Upon information and belief, other Aggrieved Employees similarly worked schedules regularly exceeding eight (8) hours in a workday and/or forty (40) hours in a workweek.

24. **Defendants' uniform policies and practices:** Throughout the PAGA Period, Defendants maintained uniform payroll, scheduling, and timekeeping policies and practices that applied in common to Plaintiff and the other Aggrieved Employees, including a common payroll system, common patient transport scheduling practices, and a common method of calculating the regular rate of pay for purposes of overtime compensation and paid sick leave. The violations alleged in this Complaint arise from these uniform policies and practices, were committed against Plaintiff personally, and, upon information and belief, were likewise committed against the other Aggrieved Employees.

25. **Continuous and ongoing nature of the violations:** Each of the violations alleged in this Complaint arose from the uniform policies and practices described above, was committed against Plaintiff, and, upon information and belief, was committed against each of the other Aggrieved Employees, recurring in each and every pay period in which each such Aggrieved Employee worked during the PAGA Period. Defendants' unlawful policies and practices remained in effect continuously throughout the PAGA Period. They were not cured by CFS's internal payroll audit, which by its own terms reached only the period through October 3, 2025, and addressed only the overtime and paid sick leave miscalculations and untimely or missed meal periods. Under that audit Defendants paid no rest period premiums, made no correction to their meal or rest period scheduling practices, and provided no reimbursement of business expenses, no corrected wage statements, and no restoration of unlawfully deducted amounts.

26. **Defendants' use of an incorrect regular rate of pay:** Throughout Plaintiff's employment, Defendants failed to properly calculate and pay overtime wages and paid sick leave by using an incorrect regular rate of pay. These violations were systemic and affected Plaintiff and the other Aggrieved Employees throughout the PAGA Period.

27. **Defendants' internal payroll audit and admission of violations:** On or about December 11, 2025, Defendant CFS, through its Human Resources Manager ("HR Manager"), sent Plaintiff an email via DocuSign disclosing the results of an internal payroll audit. In this

communication, Defendants admitted that CFS had "inadvertently used the incorrect regular rate of pay when calculating overtime pay and paid sick leave" during the audit period of November 23, 2023, through October 3, 2025 (the "Audit Period"). Defendants further admitted that the audit determined Plaintiff "did not take some meal periods timely and/or did not take them at all at certain times during the Audit Period." Defendants classified the amounts owed to Plaintiff in two categories: (1) "Undisputed Wages Owed" for the overtime and paid sick leave miscalculations, and (2) "Disputed Wages Owed" for the meal period premiums.

28. **Companywide scope of the audit:** Upon information and belief, the payroll errors identified in the audit were companywide and affected all Aggrieved Employees paid through the same payroll system. Indeed, when CFS later mailed Plaintiff a check for a portion of the amounts owed, CFS described the check as a general payroll adjustment issued to all employees for the "Undisputed Wages Owed" identified in the audit.

29. **Continuation of violations after the Audit Period:** CFS's audit covered only the period through October 3, 2025. Upon information and belief, CFS continued to use the same incorrect regular rate of pay from October 3, 2025, through and after Plaintiff's termination on December 4, 2025, resulting in additional underpayments of overtime wages and paid sick leave during the post-audit period that were not addressed by the audit.

30. **Defendants' scheduling practices; denial of meal periods:** Defendants failed to provide Plaintiff and the other Aggrieved Employees with timely, uninterrupted, duty-free meal periods of the requisite length. CFS assigned patient transport schedules that were inherently insufficient, failing to account for common delays such as heavy traffic or late client arrivals. Despite multiple complaints from Plaintiff regarding these scheduling flaws, CFS continued to ignore these variables. Consequently, Plaintiff and his colleagues were frequently denied meal periods, forced to take them late (after the fifth hour of work), or required to cut them short to meet transport demands. On a regular basis, Plaintiff was expected to eat while driving or between patient stops to compensate for falling behind schedule. Defendants did not

pay Plaintiff and the other Aggrieved Employees one additional hour of pay at the regular rate of compensation for each workday in which a compliant meal period was not provided and, to the extent any meal period premiums were calculated or paid, Defendants used the base hourly rate rather than the "regular rate of compensation" required by Labor Code section 226.7(c).

31. **Denial of rest periods:** Defendants failed to authorize and permit Plaintiff and the other Aggrieved Employees to take timely, uninterrupted, duty-free rest periods. Plaintiff regularly worked shifts of ten (10) or more hours, entitling him to at least two, and at times three, ten-minute rest periods per shift. For the same reasons described above with respect to meal periods, CFS's patient transport schedules were inherently insufficient, failed to account for common delays, and left no time for breaks, and Plaintiff and his colleagues were regularly unable to take uninterrupted ten-minute rest periods. Despite Plaintiff's complaints regarding these scheduling flaws, CFS did not build rest period windows into its scheduling. CFS did not compensate Plaintiff or the other Aggrieved Employees with one additional hour of pay at the regular rate of compensation for each workday in which a compliant rest period was not authorized and permitted.

32. **Unpaid hours worked:** Plaintiff is informed and believes, and based on that information and belief alleges, that because Defendants' transport schedules required Plaintiff and other drivers to work through meal periods, and because Defendants' timekeeping practices recorded meal periods as taken when they were not taken, were taken late, or were interrupted by work, Defendants suffered or permitted Plaintiff and the other Aggrieved Employees to work time that was neither recorded nor compensated at any rate, including at least the applicable minimum wage.

33. **Sick leave paid at the incorrect rate:** Plaintiff used paid sick leave during his employment, including on or about July 14, 2025, when Plaintiff requested two days of sick leave through the Paychex application. By Defendants' own admission, CFS used an incorrect regular rate of pay when calculating paid sick leave for Plaintiff and, upon information and

belief, for the other Aggrieved Employees, resulting in the underpayment of paid sick leave taken during the PAGA Period.

34. **Failure to timely pay wages during employment:** Because Defendants underpaid overtime wages and paid sick leave in every pay period in which they were owed by using an incorrect regular rate of pay, and because Defendants failed to pay meal and rest period premium wages in the pay periods in which they were owed, Defendants failed to pay Plaintiff and the other Aggrieved Employees all wages due within the time periods prescribed by Labor Code sections 204 and 204b on an ongoing, pay-period-by-pay-period basis throughout the PAGA Period.

35. **Unlawful deductions from wages:** During Plaintiff's employment, CFS provided Plaintiff with three salary advances of $500 each. Plaintiff is informed and believes, and based on that information and belief alleges, that Defendants deducted the outstanding balance of Plaintiff's salary advances from the pay stubs and/or wage statements associated with the "Disputed Wages Owed" and/or from Plaintiff's final wages. Under California law, an employer may not collect or receive from an employee any part of wages theretofore paid, and may not deduct the outstanding balance of a loan or advance from an employee's final paycheck or other wages owed, even with prior written authorization; repayment must instead be made by separate transaction. Upon information and belief, CFS maintained a similar practice of making unlawful deductions from the wages of other Aggrieved Employees.

36. **Defendants' late and incomplete payment of final wages:** Although Defendant CFS terminated Plaintiff's employment on December 4, 2025, and issued Plaintiff a final paycheck on that date, Plaintiff's final wages did not include all earned and accrued compensation, including but not limited to properly calculated overtime premiums, meal period premiums, rest period premiums, and paid sick leave calculated at the correct regular rate of pay, in violation of California Labor Code sections 201 and 202.

37. **Late partial payment; continued nonpayment:** On or about January 23, 2026 (more than seven weeks after Plaintiff's termination) CFS mailed Plaintiff a check described as

a general payroll adjustment issued to all employees for the "Undisputed Wages Owed" identified in the audit. To date, Defendants have refused to pay Plaintiff the "Disputed Wages Owed" (meal period premiums) payment. Upon information and belief, Defendants likewise willfully failed to timely pay other Aggrieved Employees all wages due upon the separation of their employment during the PAGA Period.

38. **Defendants' issuance of inaccurate and fraudulent wage statements:** Because CFS used an incorrect regular rate of pay throughout the relevant period, the wage statements CFS furnished to Plaintiff and the other Aggrieved Employees failed to accurately reflect the applicable hourly and overtime rates in effect, the gross wages earned, and the net wages earned in each pay period in which overtime was worked or sick leave was used. In addition, Plaintiff is informed and believes, and based on that information and belief alleges, that Defendants issued pay stubs and/or payroll records reflecting the "Disputed Wages Owed" (meal period premiums) as wages paid to Plaintiff. By issuing wage statements that recorded these amounts as paid when they were not, Defendants knowingly and intentionally issued materially inaccurate wage statements.

39. **Defendants' failure to maintain accurate payroll records:** For the same reasons, Defendants failed to keep accurate payroll records showing, among other things, the actual hours worked daily by, the meal periods taken by, the applicable rates of pay of, and the wages paid to, Plaintiff and the other Aggrieved Employees, as required by Labor Code section 1174(d) and Wage Order 9, section 7.

40. **Defendants' failure to reimburse business expenses:** Throughout his employment, Plaintiff was required to maintain sanitary conditions in his company-provided transport vehicle as a condition of transporting medical patients. Defendants provided wipes and gloves but failed to provide adequate disinfecting supplies. Plaintiff was required to purchase disinfectant liquid and spray using his own personal funds to comply with workplace sanitation requirements. Defendants failed to indemnify or reimburse Plaintiff for these necessary business-related expenses. Upon information and belief, other Aggrieved Employees

were similarly required to purchase sanitation supplies and other necessary items at their own expense without reimbursement by CFS.

41. **MACIAS's role in the violations:** As an owner, officer, and/or director of CFS, MACIAS caused or permitted CFS to adopt and maintain the systemic payroll, scheduling, and timekeeping practices that resulted in the violations described in this Complaint, including the use of an incorrect regular rate of pay to calculate overtime and paid sick leave, the failure to provide compliant meal and rest periods, the failure to timely pay all wages due during employment and upon separation, the making of unlawful deductions, the issuance of materially inaccurate wage statements, the failure to maintain accurate payroll records, and the failure to reimburse necessary business expenses.

42. **Attorneys' fees and costs:** Plaintiff has incurred and continues to incur attorneys' fees and costs in the prosecution of this action and hereby demands them pursuant to Labor Code section 2699(k)(1) in an amount according to proof.

FIRST CAUSE OF ACTION

CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Labor Code § 2698, et seq.)

(Against All Defendants and Does 1-50, Inclusive)

43. Plaintiff re-alleges and incorporates into this cause of action each of the preceding paragraphs.

44. At all times relevant herein, PAGA, Labor Code sections 2698 through 2699.8, as amended, was in full force and effect and was binding on Defendants. Pursuant to Labor Code section 2699(a), Plaintiff, as an aggrieved employee, may recover through this civil action, on behalf of himself, the State of California, and all other current and former Aggrieved Employees, civil penalties for each of Defendants' violations of the Labor Code and Wage Order 9 set forth below.

45. At all material times, Defendants were the employers of Plaintiff and the other Aggrieved Employees, or persons acting on behalf of such employers, within the meaning of Labor Code sections 558 and 558.1, who violated, or caused to be violated, provisions of the Labor Code and Wage Order 9 regulating wages, hours, and working conditions.

46. During the PAGA Period, Defendants committed each of the following violations of the Labor Code and Wage Order 9 against Plaintiff and the other Aggrieved Employees. Each violation was committed against Plaintiff personally, was specified in the LWDA Notice together with the facts and theories supporting it, and subjects Defendants to civil penalties recoverable in this action:

Failure to Pay Minimum Wages for All Hours Worked

(Lab. Code §§ 1194, 1197, 1197.1, 1198; Wage Order 9, § 4)

47. At all times relevant herein, Labor Code sections 1194, 1197, 1197.1, and 1198, and Wage Order 9, section 4, were in full force and effect and were binding on Defendants. These provisions require employers to pay employees not less than the applicable minimum wage for all "hours worked," which under Wage Order 9 includes all time during which an employee is suffered or permitted to work, whether or not required to do so, and all time during which an employee is subject to the control of the employer. Labor Code section 1198 further makes it unlawful to employ any employee under conditions of labor prohibited by the applicable Wage Order.

48. As alleged above, Defendants suffered or permitted Plaintiff and the other Aggrieved Employees to perform work during meal periods that were recorded as taken and unpaid, and otherwise failed to record and compensate all hours worked. Defendants thereby failed to pay Plaintiff and the other Aggrieved Employees at least the applicable minimum wage for all hours worked, in violation of Labor Code sections 1194, 1197, 1197.1, and 1198, and Wage Order 9, section 4.

49. For these violations, Defendants are liable for civil penalties pursuant to Labor Code section 1197.1(a) (one hundred dollars ($100) for each underpaid employee for each pay

period for which the employee is underpaid for any initial intentional violation, and two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid for each subsequent violation), Labor Code section 1199, and/or Labor Code section 2699(f), in amounts according to proof.

Failure to Pay Overtime Wages at the Correct Regular Rate of Pay

(Lab. Code §§ 510, 558, 1194, 1198; Wage Order 9, § 3)

50. At all times relevant herein, Labor Code sections 510, 1194, and 1198, and Wage Order 9, section 3, were in full force and effect and were binding on Defendants. These provisions require employers to pay non-exempt employees no less than one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours in any workday or forty (40) hours in any workweek, and no less than two (2) times the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday. The regular rate of pay must include all applicable nondiscretionary remuneration.

51. As alleged above, and as Defendants admitted through CFS's own internal payroll audit, Defendants used an incorrect regular rate of pay when calculating overtime compensation for Plaintiff and the other Aggrieved Employees, at minimum during the Audit Period of November 23, 2023, through October 3, 2025, and, upon information and belief, continuing thereafter through the PAGA Period. Plaintiff regularly worked ten-hour days, and sometimes twelve-hour days, Monday through Friday, and was occasionally required to work on Saturdays; as a result of Defendants' use of an incorrect regular rate, Plaintiff was underpaid overtime wages in every pay period of the PAGA Period in which he worked in excess of eight hours in a day or forty hours in a week. Defendants thereby violated Labor Code sections 510, 1194, and 1198, and Wage Order 9, section 3.

52. For these violations, Defendants are liable for civil penalties pursuant to Labor Code section 558(a) (fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid for the initial violation, and one hundred dollars ($100) for

each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation) and/or Labor Code section 2699(f), in amounts according to proof.

Failure to Pay Sick Leave at the Correct Rate of Pay

(Lab. Code §§ 245-249, 246(l); and Lab. Code §§ 201-204, 226(a))

53. At all times relevant herein, the Healthy Workplaces, Healthy Families Act of 2014, Labor Code sections 245 through 249, was in full force and effect and was binding on Defendants. For non-exempt employees, Labor Code section 246(l) requires paid sick time to be calculated either in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, or by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior ninety (90) days of employment. Civil penalties for violations of these provisions are recoverable in a PAGA action. (*Wood v. Kaiser Foundation Hospitals* (2023) 88 Cal.App.5th 742.)

54. As Defendants admitted through CFS's own internal payroll audit, Defendants used an incorrect regular rate of pay when calculating paid sick leave for Plaintiff and, upon information and belief, the other Aggrieved Employees, at minimum during the Audit Period and, upon information and belief, continuing thereafter. Plaintiff used paid sick leave during the PAGA Period, including on or about July 14, 2025, and was underpaid for such leave. Defendants thereby violated Labor Code sections 246 and 246(l).

55. Independently of Labor Code sections 245 through 249, paid sick leave constitutes wages. Defendants' payment of sick leave at less than the rate required by law therefore also constituted a failure to pay all wages due within the periods prescribed by Labor Code section 204 during employment, a failure to pay all wages earned and unpaid at the time of separation under Labor Code sections 201 and 202, and the furnishing of wage statements misstating gross and net wages earned under Labor Code section 226(a), each as further alleged in the subheadings below. Defendants' underpayment of sick leave wages, and the

facts and theories supporting it, including CFS's admission that it used the incorrect regular rate of pay in calculating paid sick leave, were expressly set forth in the LWDA Notice.

56. For these violations, Defendants are liable for civil penalties pursuant to Labor Code section 2699(f), and additionally pursuant to Labor Code sections 210(a), 226.3, and 256 with respect to the untimely payment, final payment, and wage statement violations described above, in amounts according to proof.

Failure to Provide Compliant Meal Periods

(Lab. Code §§ 226.7, 512; Wage Order 9, § 11)

57. At all times relevant herein, Labor Code sections 226.7 and 512(a), and Wage Order 9, section 11, were in full force and effect and were binding on Defendants. These provisions require an employer to provide an employee with a first uninterrupted, duty-free meal period of not less than thirty (30) minutes beginning no later than the end of the fifth hour of work, and a second uninterrupted, duty-free meal period of not less than thirty (30) minutes for each work period of more than ten (10) hours. An employer that fails to provide a compliant meal period must pay the employee one additional hour of pay at the employee's regular rate of compensation, which includes all nondiscretionary payments (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858), for each workday that a compliant meal period is not provided.

58. As alleged above, CFS's inherently insufficient patient transport schedules denied Plaintiff and the other Aggrieved Employees timely, uninterrupted, duty-free meal periods; caused meal periods to be missed, taken late (after the end of the fifth hour of work), shortened, or interrupted; failed to provide second meal periods on shifts exceeding ten (10) hours; and regularly required Plaintiff to eat while driving or between patient stops. CFS's own audit admitted that Plaintiff "did not take some meal periods timely and/or did not take them at all." Defendants did not pay the required premium wages for these violations and, to the extent any premiums were calculated, used the base hourly rate rather than the regular rate of

compensation. Defendants thereby violated Labor Code sections 226.7 and 512(a), and Wage Order 9, section 11.

59. For these violations, Defendants are liable for civil penalties pursuant to Labor Code section 558(a) and/or Labor Code section 2699(f), in amounts according to proof.

Failure to Authorize and Permit Compliant Rest Periods

(Lab. Code § 226.7; Wage Order 9, § 12)

60. At all times relevant herein, Labor Code section 226.7 and Wage Order 9, section 12, were in full force and effect and were binding on Defendants. These provisions require employers to authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, at the rate of ten (10) minutes net rest time per four (4) hours worked, or major fraction thereof. Rest periods must be duty-free and uninterrupted. An employer that fails to authorize and permit a compliant rest period must pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized and permitted.

61. As alleged above, Defendants failed to authorize and permit Plaintiff and the other Aggrieved Employees to take timely, uninterrupted, duty-free rest periods. Plaintiff regularly worked shifts of ten (10) or more hours, entitling him to at least two, and at times three, rest periods per shift, which CFS's scheduling practices did not accommodate. Defendants did not pay the required premium wages for these violations. Defendants thereby violated Labor Code section 226.7 and Wage Order 9, section 12.

62. For these violations, Defendants are liable for civil penalties pursuant to Labor Code section 558(a) and/or Labor Code section 2699(f), in amounts according to proof.

Failure to Timely Pay Wages During Employment

(Lab. Code §§ 204, 204b)

63. At all times relevant herein, Labor Code sections 204 and 204b were in full force and effect and were binding on Defendants. Labor Code section 204 requires that all wages be paid within the semimonthly periods designated by statute and that overtime wages

be paid no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Labor Code section 204b requires that labor performed by a weekly-paid employee during any calendar week be paid not later than the regular payday falling during the following calendar week.

64. Defendants paid Plaintiff and, upon information and belief, the other Aggrieved Employees on a weekly basis. Because Defendants underpaid overtime wages and paid sick leave in each pay period in which they were owed by using an incorrect regular rate of pay, and because Defendants failed to pay meal and rest period premium wages in the pay periods in which they were owed, Defendants failed to timely pay Plaintiff and the other Aggrieved Employees all wages due within the time periods prescribed by Labor Code sections 204 and 204b on an ongoing, pay-period-by-pay-period basis throughout the PAGA Period.

65. For these violations, Defendants are liable for civil penalties pursuant to Labor Code section 210(a) (one hundred dollars ($100) for each failure to pay each employee for any initial violation, and two hundred dollars ($200) for each failure to pay each employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each subsequent violation or any willful or intentional violation) and/or Labor Code section 2699(f), in amounts according to proof.

Unlawful Deductions from Wages

(Lab. Code §§ 221, 224)

66. At all times relevant herein, Labor Code sections 221 and 224 were in full force and effect and were binding on Defendants. Labor Code section 221 provides that it is unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Labor Code section 224 permits deductions from wages only in narrow circumstances not applicable here. Under California law, an employer may not deduct the outstanding balance of a loan or salary advance from an employee's final paycheck or from other wages owed, even with prior written authorization; repayment must be made by separate transaction.

67. As alleged above, Defendants deducted the outstanding balance of Plaintiff's three $500 salary advances from the pay stubs and/or wage statements associated with the "Disputed Wages Owed" and/or from Plaintiff's final wages, without lawful authorization and by way of deduction from wages owed. Upon information and belief, Defendants maintained a similar practice with respect to other Aggrieved Employees. Defendants thereby violated Labor Code sections 221 and 224.

68. For these violations, Defendants are liable for civil penalties pursuant to Labor Code section 225.5 (one hundred dollars ($100) for each aggrieved employee for any initial violation, and two hundred dollars ($200) for each aggrieved employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each subsequent violation or any willful or intentional violation) and/or Labor Code section 2699(f), in amounts according to proof.

Failure to Furnish Accurate Itemized Wage Statements

(Lab. Code §§ 226(a), 226.3; Wage Order 9, § 7)

69. At all times relevant herein, Labor Code section 226(a) and Wage Order 9, section 7, were in full force and effect and were binding on Defendants. These provisions require employers, semimonthly or at the time of each payment of wages, to furnish each employee an accurate itemized wage statement in writing showing, among other things: gross wages earned; total hours worked; all deductions; net wages earned; the inclusive dates of the pay period; the name of the employee and the last four digits of the employee's social security number or an employee identification number; the name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

70. As alleged above, Defendants knowingly and intentionally failed to furnish Plaintiff and the other Aggrieved Employees with accurate itemized wage statements. Because Defendants used an incorrect regular rate of pay, the wage statements furnished in each pay period in which overtime was worked or sick leave was used misstated the applicable hourly rates in effect, the gross wages earned, and the net wages earned. In addition, Defendants

issued wage statements and/or payroll records to Plaintiff recording meal period premiums as paid when those wages were never paid. As a result, Plaintiff and the other Aggrieved Employees could not promptly and easily determine from their wage statements the accurate rates in effect, the gross and net wages earned, or the amounts actually paid. Defendants thereby violated Labor Code section 226(a) and Wage Order 9, section 7.

71. For these violations, Defendants are liable for civil penalties pursuant to Labor Code section 226.3 (two hundred fifty dollars ($250) per employee per violation for an initial violation, and one thousand dollars ($1,000) per employee for each subsequent violation) and/or Labor Code section 2699(f), in amounts according to proof.

Failure to Maintain Accurate Payroll Records

(Lab. Code § 1174(d); Wage Order 9, § 7)

72. At all times relevant herein, Labor Code section 1174(d) and Wage Order 9, section 7, were in full force and effect and were binding on Defendants. These provisions require employers to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to employees, and time records showing when each employee begins and ends each work period, including meal periods.

73. As alleged above, Defendants failed to keep accurate payroll and time records for Plaintiff and the other Aggrieved Employees, including records accurately reflecting the hours actually worked daily, the meal periods actually taken, the applicable rates of pay, and the wages actually paid. Defendants thereby violated Labor Code section 1174(d) and Wage Order 9, section 7.

74. For these violations, Defendants are liable for civil penalties pursuant to Labor Code section 1174.5 (five hundred dollars ($500)) and/or Labor Code section 2699(f), in amounts according to proof.

Willful Failure to Timely Pay All Final Wages Upon Separation

(Lab. Code §§ 201, 202, 203, 256)

75. At all times relevant herein, Labor Code sections 201, 202, 203, and 256 were in full force and effect and were binding on Defendants. Labor Code section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code section 202 provides that if an employee not having a written contract for a definite period quits his or her employment, his or her wages become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice, in which case the wages are due at the time of quitting. Labor Code section 203 provides that if an employer willfully fails to pay wages due under sections 201 or 202, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced, for a period of up to thirty (30) days.

76. As alleged above, when Defendants terminated Plaintiff's employment on December 4, 2025, Defendants willfully failed to pay Plaintiff all wages earned and unpaid at the time of his discharge (including properly calculated overtime wages, meal period premiums, rest period premiums, and paid sick leave calculated at the correct rate), and instead made only a late partial payment on or about January 23, 2026, and to date have refused to pay the remaining amounts. Upon information and belief, Defendants likewise willfully failed to timely pay all final wages to other Aggrieved Employees whose employment ended during the PAGA Period. Defendants thereby violated Labor Code sections 201, 202, and 203.

77. For these violations, Defendants are liable for civil penalties pursuant to Labor Code section 256 (a civil penalty in an amount not exceeding thirty (30) days' pay as waiting time under the terms of Labor Code section 203) and/or Labor Code section 2699(f), in amounts according to proof.

Failure to Reimburse Necessary Business Expenses

(Lab. Code § 2802; Wage Order 9, § 9)

78. At all times relevant herein, Labor Code section 2802 and Wage Order 9, section 9, were in full force and effect and were binding on Defendants. Labor Code section 2802(a) requires an employer to indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties, or of the employee's obedience to the directions of the employer. Wage Order 9, section 9, requires that when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment be provided and maintained by the employer.

79. As alleged above, Defendants required Plaintiff and, upon information and belief, the other Aggrieved Employees to purchase sanitation supplies, including disinfectant liquid and spray, with their own personal funds in order to maintain the sanitary conditions required for the transport of medical patients, and failed to indemnify or reimburse them for these necessary business expenditures. Defendants thereby violated Labor Code section 2802 and Wage Order 9, section 9.

80. For these violations, Defendants are liable for civil penalties pursuant to Labor Code section 2699(f), in amounts according to proof.

Additional Labor Code and Wage Order Violations

(Lab. Code §§ 558, 1198, 1199; Wage Order 9, § 20; Lab. Code § 2699(f))

81. At all times relevant herein, Labor Code sections 558, 1198, and 1199, and Wage Order 9, section 20, were in full force and effect and were binding on Defendants. Labor Code section 1198 makes it unlawful to employ any employee under conditions of labor prohibited by the applicable Wage Order. Labor Code section 1199 makes it a violation for any employer to fail to pay the wages required by, or to violate or refuse or neglect to comply with, any applicable Wage Order provision. Labor Code section 558(a) provides civil penalties against any employer or other person acting on behalf of an employer who violates, or causes

to be violated, any provision regulating hours and days of work in any order of the IWC. Wage Order 9, section 20, provides civil penalties for violations of the Wage Order's provisions in addition to any other civil penalties provided by law.

82. By the conduct alleged in this Complaint, including but not limited to violations of Wage Order 9, sections 3 (hours and days of work), 4 (minimum wages), 7 (records), 9 (uniforms and equipment), 11 (meal periods), and 12 (rest periods), Defendants employed Plaintiff and the other Aggrieved Employees under conditions of labor prohibited by Wage Order 9, and violated, or caused to be violated, provisions regulating hours and days of work, in violation of Labor Code sections 558, 1198, and 1199, and Wage Order 9, section 20.

83. To the extent any violation of the Labor Code or Wage Order 9 alleged in this Complaint is not subject to a civil penalty specifically provided by statute or by Wage Order 9, Defendants are liable for the default civil penalties established by Labor Code section 2699(f)(2) for each such violation, in amounts according to proof.

84. **Scope of the violations alleged:** Plaintiff alleges that Defendants committed each and every violation of the Labor Code and Wage Order 9 identified in the LWDA Notice against Plaintiff and, upon information and belief, against each of the other Aggrieved Employees, in each and every pay period worked during the PAGA Period. The subheadings set forth above are organizational only and are not intended to limit the violations alleged. Plaintiff seeks civil penalties for every violation of the Labor Code and Wage Order 9 arising from the facts alleged in this Complaint, including without limitation Labor Code sections 201, 202, 203, 204, 204b, 210, 221, 224, 225.5, 226, 226.3, 226.7, 245 through 249, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, and 2802, and sections 3, 4, 7, 9, 11, 12, and 20 of Wage Order 9.

85. **Individual liability of MACIAS:** Labor Code section 558.1 provides that any employer or other person acting on behalf of an employer (including any natural person who is an owner, director, officer, or managing agent of the employer) who violates, or causes to be violated, any provision regulating minimum wages or hours of work in any order of the IWC,

or who violates, or causes to be violated, Labor Code sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. Individual Defendant MACIAS, while acting as an owner, officer, director, and/or managing agent of Defendant CFS, violated, or caused to be violated, the foregoing provisions with respect to Plaintiff and the other Aggrieved Employees as alleged herein. Pursuant to Labor Code sections 558 and 558.1, MACIAS is therefore jointly and severally liable, as the employer, for the civil penalties recoverable in this action, together with attorneys' fees, prejudgment interest, and costs.

86. **Amount of civil penalties:** For each violation alleged herein, Defendants are liable for civil penalties in the amounts specified by the applicable provisions of the Labor Code and Wage Order 9 identified above and, where no civil penalty is specifically provided, in the amounts set forth in Labor Code section 2699(f)(2)(A) of one hundred dollars ($100) for each Aggrieved Employee per pay period. Pursuant to Labor Code section 2699(f)(2)(B), the applicable penalty is two hundred dollars ($200) for each Aggrieved Employee per pay period for each violation as to which, within the five years preceding the violation, the LWDA or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful, or as to which the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive. Defendants' conduct alleged herein (including admitting through their own audit that wages were owed to their employees, refusing to pay those wages unconditionally, and recording unpaid wages as paid on employee wage statements) was malicious, fraudulent, and/or oppressive within the meaning of Labor Code section 2699(f)(2)(B)(ii).

87. The precise number of Aggrieved Employees, the number of pay periods in which each violation occurred, and the resulting amount of civil penalties will be established at trial based upon Defendants' payroll, timekeeping, and personnel records.

88. **Allocation of penalties:** Pursuant to Labor Code section 2699(m), civil penalties recovered in this action shall be distributed sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees.

89. **Attorneys' fees and costs:** Pursuant to Labor Code section 2699(k)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs incurred in this action.

90. **Injunctive relief:** Pursuant to Labor Code section 2699(e)(1) and (k)(1), Plaintiff seeks injunctive relief requiring Defendants to comply with the provisions of the Labor Code and Wage Order 9 alleged herein, including orders compelling Defendants to: calculate the regular rate of pay for overtime and paid sick leave in accordance with law; provide compliant meal periods and authorize and permit compliant rest periods, or pay premium wages at the regular rate of compensation when they do not; timely pay all wages due during employment and upon separation; cease conditioning the payment of earned wages upon the execution of releases of claims; cease making unlawful deductions from wages; furnish accurate itemized wage statements; maintain accurate payroll and time records; and reimburse necessary business expenditures.

PRAYER

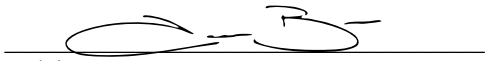
WHEREFORE, Plaintiff, on behalf of himself, the State of California, and all other Aggrieved Employees, and expressly not seeking any individualized relief in this action, prays judgment be entered against Defendants, and each of them, as follows:

1. For civil penalties for all violations of the Labor Code and Wage Order 9 alleged herein or arising from the facts alleged herein, according to proof;
2. For distribution of civil penalties recovered in accordance with Labor Code section 2699(m), sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees;
3. For appropriate injunctive relief pursuant to Labor Code section 2699(e)(1) and (k)(1), as set forth above;
4. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1);
5. For pre-judgment and post-judgment interest as permitted by law; and

6. For such other and further relief as the Court may deem just and proper.

Dated: September 30, 2026

THE BYRNE LAW GROUP



Adrian C. Byrne
Attorneys for Plaintiff, and all Aggrieved Employees