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Employees

Assigned for All Purposes
Judge Melissa R. McCormick
CX-105

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

Brianna McLean Curtis, individually and on
behalf of all similarly situated individuals,

Plaintiff,

vs.

Integra Capital Group, Inc., a California
Corporation, d/b/a **Century Business**
Solutions and **EBizCharge**; **Helen Chu**, an
individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO. 30-2026-01571096-CU-OE-CXC

REPRESENTATIVE COMPLAINT FOR:

1) **PAGA Penalties (Labor Code §§ 2698, *et seq.*)**

1 **PAGA ONLY ACTION**

2 1. PAGA authorizes “an aggrieved employee, acting as a proxy or agent of the state Labor
3 and Workforce Development Agency, to bring a civil action against an employer on behalf of himself
4 or herself and other current or former employees to recover civil penalties for Labor Code violations
5 they have sustained.” *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

6 2. “PAGA is designed primarily to benefit the general public, not the party bringing the
7 action.” *Id.*, at 1117. “A PAGA claim for civil penalties is fundamentally a law enforcement action. The
8 government entity on whose behalf the plaintiff files suit is the real party in interest.” *Id.* PAGA’s default
9 civil penalties are thus calculated to punish the employer for wrongdoing and to deter violations rather
10 than “compensate employees for actual losses incurred.” *Id.*

11 3. Ms. Curtis does not bring suit in her individual capacity and does not seek to recover
12 anything through this suit other than civil penalties on behalf of other employees as permitted under
13 PAGA—she brings this action solely in her representative capacity under the PAGA, on behalf of the
14 State of California, the public, and all aggrieved employees of Defendants.

15 4. To the extent that statutory violations are mentioned for wage violations, Ms. Curtis
16 does not seek underlying general and/or special damages for those violations, but only references those
17 predicate violations as part of the State’s claim for civil penalties under PAGA. Nothing in this complaint
18 is—or should be construed—as an attempt to seek any relief that would not be available in a PAGA-
19 only proceeding on behalf of the other Aggrieved Employees harmed by Defendants’ conduct. *CRST*
20 *Expedited, Inc. v. Superior Ct.*, 112 Cal. App. 5th 872, 883 (2025) (“In short, headless PAGA actions were
21 among the choices allowed the LWDA’s representatives.”).

22 **THE PARTIES**

23 5. Plaintiff **Brianna McLean Curtis** (“Plaintiff”) is a resident of the County of Orange in
24 the State of California. Ms. Curtis was employed by Defendants as an hourly, non-exempt employee of
25 Defendants from on or around October 1, 2023 to on or around January 6, 2026.

26 6. Defendant **Integra Capital Group, Inc.** d/b/a **Century Business Solutions** and
27 **EBizCharge** (“Integra”) is a California Corporation with its principal place of business at 20 Pacifica,
28 Suite 1450, Irvine, California 92618. Upon information and belief, Integra employs at least 50 employees.

7. Defendant **Helen Chu** (“Ms. Chu”) is an individual who, on information and belief, resides in the County of Orange. Upon information and belief, Ms. Chu is the Chief Executive Officer of Integra. Per Labor Code § 558.1, since Ms. Chu is a managing agent, director, and/or officer of Integra and, upon information and belief, as she caused or directed the acts described herein, she is personally liable for the penalties sought under PAGA for predicate violations of the Labor Code asserted herein.

8. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive (together with Integra and Ms. Chu, “Defendants”), are unknown to Plaintiff at this time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a California resident and/or does substantial business in the State of California. At all relevant times, Does 1 through 10 were acting within the course and scope of their employment and agency with Defendants. Plaintiff is informed and believes that each Doe Defendant is responsible for the injuries and damages alleged herein. Plaintiff will amend this complaint to reflect Does 1 through 10’s true names and capacities when they have been determined.

9. Except as otherwise noted herein, Defendants participated in the acts alleged herein and/or were the agents, servants, employees, or representatives of the other Defendants. At all times relevant to this complaint, Defendants were acting within the course, scope, and authority of their agency and employment such that the acts of one defendant are legally attributable to the other Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working conditions of Defendants' hourly non-exempt employees.

JURISDICTION AND VENUE

10. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, and the Business & Professions Code.

11. Venue as to Defendants is proper in this Superior Court pursuant to California Code of

1 Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and similarly
2 situated employees within and throughout Orange County.

3 **GENERAL ALLEGATIONS**

4 12. As a matter of uniform and systemic policy, Defendants failed to authorize and/or
5 permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7.
6 Upon information and belief, Aggrieved Employees, including Plaintiff, were required to skip or
7 interrupt their meal and/or rest periods, otherwise interrupt or cut short their meal and/or rest periods,
8 or remain on duty and under Defendants' control during their meal and/or rest periods to perform
9 other tasks at Defendants' directions due to Defendants' policies and practices, including their
10 scheduling and staffing practices and policies.

11 13. This included, without limitation, Defendants requiring Aggrieved Employees, including
12 Plaintiff, to continue servicing client accounts during their meal breaks due to the press of their job
13 duties and/or Defendants' decision to staff employees in such a manner that there was insufficient time
14 for Aggrieved Employees to or complete all required deadlines, fulfill "talk time" requirements, meet
15 sales quotas, manage workload expectations, and timely take their meal breaks.

16 14. Furthermore, as a matter of uniform and systemic policy, Defendants authorize
17 nonexempt employees working a shift in excess of ten (10) hours to receive only one (1), thirty (30)
18 minute meal period break rather than the two (2) they are entitled to under law. Accordingly, Defendants
19 failed to authorize and permit compliant second meal periods as required by law.

20 15. In the same manner, and as a matter of uniform and systemic policy, Defendant requires
21 non-exempt employees to continue working during their rest periods to service client accounts,
22 answering phone calls, otherwise interrupting or cut short their rest periods, or remain on duty and
23 under Defendants' control during their rest periods to perform other tasks at Defendants' directions
24 due to Defendants' policies and practices, including their scheduling and staffing practices and policies.
25 Accordingly, Defendants failed to authorize and permit compliant rest periods as required by law.

26 16. In failing to authorize and/or permit meal and rest periods, Defendants have also
27 implemented a uniform policy of denying all required compensation in lieu of meal and rest periods to
28 its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly

1 denied compliant meal and rest periods.

2 17. As a matter of uniform and systemic policy, Defendants provided Plaintiff and other
3 Aggrieved Employees with non-discretionary bonuses based on objective performance metrics,
4 including but not limited to sales volume, profit generation, and other production benchmarks.
5 However, Defendants failed to include this non-discretionary bonus compensation in the calculation of
6 the regular rate of pay. As a result, Defendants failed to pay the correct overtime wages, meal and rest
7 period premiums, sick pay, and all wages due upon separation of employment, including amounts giving
8 rise to waiting time penalties.

9 18. As a matter of uniform and systemic policy, Defendants required non-exempt employees
10 to utilize their personal cell phones for work-related purposes, including answering texts and calls from
11 their supervisors while at work or on a break, for purposes of scheduling and re-scheduling future work,
12 being assigned tasks, requiring two-factor authentication, and general administrative matters.
13 Defendants further failed to compensate their non-exempt employees for reasonable costs associated
14 with utilizing their personal cell phones for work-related purposes.

15 19. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt
16 employees with accurate itemized wage statements in accordance with California's Labor Code. Upon
17 information and belief, Defendants failed to furnish Plaintiff, or Aggrieved Employees, either
18 semimonthly or at the time of each payment of wages, either as a detachable part of the check or
19 separately, an accurate, itemized statement in writing showing pick pay, gross wages earned, all
20 deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked.

21 **FIRST CAUSE OF ACTION**

22 ***California Labor Code §2699, et seq.***

23 ***Private Attorneys General Act ("PAGA") Penalties***

24 **(Plaintiff and Aggrieved Employees Against Defendants)**

25 20. Standing. Under the California Private Attorneys General Act ("PAGA"), Labor Code
26 § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on
27 behalf of herself and other current or former employees to recover penalties for an employer's violations
28 of the Labor Code and IWC Wage Orders.

1 21. Plaintiff is an “aggrieved employee” with standing to bring an action under PAGA, as
2 she was employed by Defendants during the applicable statutory period and suffered the Labor Code
3 violations alleged herein.

4 22. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees,
5 brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for
6 Defendants’ violation of Labor Code §§ 201, 202, 203, 204, 206.5, 226, 226.3, 226.7, 510, 512, 558,
7 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, 1401, and 2802 as described herein, plus attorneys’ fees
8 and costs.

9 23. Ms. Curtis does not bring suit in her individual capacity and does not seek to recover
10 anything through this suit other than civil penalties as permitted under PAGA—she brings this action
11 solely in her representative capacity under the PAGA, on behalf of the State of California and all
12 aggrieved employees of Defendants.

13 24. Entitlement to Penalties. Under the California Private Attorneys General Act
14 (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a
15 private attorney general, on behalf of herself and other current or former employees, against whom a
16 violation of the same provision(s) was committed, as well as the general public, to recover penalties for
17 an employer’s violations of the Labor Code and IWC Wage Orders within one year of filing a notice to
18 the Labor and Workforce Development Agency.

19 25. These penalties shall be allocated sixty-five percent to the Labor and Workforce
20 Development Agency and thirty-five percent to the aggrieved employees.

21 26. These penalties may be “stacked” separately for each of Defendants’ violations of the
22 Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v.*
23 *Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also*
24 *O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016);
25 Labor Code § 2698(i).

26 27. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires employers to
27 compensate employees for all time that an employee is “suffered or permitted to work,” which includes
28 all time “when any employer ‘directs, commands or restrains’ an employee.” *See, e.g., Morillion v. Royal*

1 *Packing Co.*, 22 Cal. 4th 575, 583 (2000).

2 28. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours
3 worked because Defendants had a policy and/or practice whereby they required and/or pressured
4 Aggrieved Employees to work under Defendants' control while off-the-clock, including but not limited
5 to forcing or requiring Aggrieved Employees to work while they were clocked out for their meal periods.

6 29. Defendants further failed to pay Plaintiff and Aggrieved Employees any wages for time
7 engaged in this off-the-clock work.

8 30. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide that it is
9 unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or
10 two-times that person's regular rate of pay, depending on the number of hours worked by the person
11 on a daily or weekly basis.

12 31. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more
13 than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked
14 in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of
15 pay includes all remuneration for employment paid to, or on behalf of, the employee, including
16 commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th
17 542, 573 (2018), as modified (Apr. 25, 2018).

18 32. Plaintiff and other Aggrieved Employees were not paid overtime premiums for all of the
19 hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight
20 hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week.

21 33. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and 1198
22 provide that no employer shall require an employee to work during any meal period mandated by an
23 applicable order of the IWC. "An off-duty meal period, therefore, is one in which the employee is
24 relieved of all duty during the 30-minute meal period . . . an employer's obligation is to provide an off-
25 duty meal period: an uninterrupted 30-minute period during which the employee is relieved of all duty."
26 *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

27 34. Defendants' policies and practices served to deprive the Aggrieved Employees of legally
28 compliant 30-minute breaks free of employer control and/or relieved of all duties.

1 35. Upon information and belief, employees were required to skip breaks, interrupt their
2 breaks, cut them short, take them after the fifth hour of work, work through them due to Defendants'
3 policies and practices.

4 36. *Failure to Provide Compliant Rest Periods.* Labor Code § 226.7, 512(a), and 1198 provide that
5 no employer shall require an employee to work during any rest or meal period mandated by an applicable
6 order of the IWC.

7 37. Employers must authorize and permit employees to be relieved of all duty during their
8 rest and meal periods: "A rest period, in short, must be a period of rest."¹ *Augustus v. ABM Sec. Servs.,*
9 *Inc.*, 2 Cal.5th 257, 273 (2016).

10 38. On information and belief, Defendants failed to authorize or permit all required
11 compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest
12 periods, interrupt rest periods, or work through rest periods.

13 39. *Failure to Reimburse Necessary Business Expenses.* Labor Code § 2802 provides that "[a]n
14 employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the
15 employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the
16 directions of the employer." Lab. Code § 2802.

17 40. On information and belief, Defendants required Aggrieved Employees to use their
18 personal cellphones in the regular course of employment by answering texts and/or calls from their
19 supervisors for purposes of scheduling and re-scheduling future work, being assigned tasks, and general
20 administrative matters but failed to reimburse them for this usage. See *Cochran v. Schwan's Home Serv.,*
21 *Inc.*, 228 Cal. App. 4th 1137, 1144 ("We hold that when employees must use their personal cell phones
22 for work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the
23 employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed
24 is a reasonable percentage of their cell phone bills.").

25
26
27 ¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of
28 Industrial Relations, "Rest Periods/Lactation Accommodations," *available at*
https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on the work
premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the
rest period requirement itself.")

1 41. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226 requires
2 employers to furnish employees with an accurate, itemized statement in writing showing, among other
3 things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt
4 employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the
5 employee is paid; (6) the name of the employee and the last four digits of his or her social security
6 number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly
7 rates in effect during the pay period and the corresponding number of hours worked at each hourly rate
8 by the employee.

9 42. At all times relevant to this complaint, Defendants' failure to pay premium wages for
10 missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees' wage
11 statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate all
12 hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage
13 statements they provided to employees to be inaccurate.

14 43. Defendants have also failed to keep accurate payroll records for Plaintiff and Aggrieved
15 Employees in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate
16 payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved
17 Employees' ability to calculate unpaid wages earned.

18 44. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing
19 injury and damages to Plaintiffs and Aggrieved Employees.

20 45. Procedural Requirements Met. On March 6, 2026, Plaintiff electronically filed a notice
21 of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive
22 notice from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice from
23 the LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. On
24 May 11, 2026, the sixty-five-day notice period expired as to all defendants. Since the LWDA took no
25 steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies
26 required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy of
27 Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

28 46. Plaintiff—as a representative of the People of the State of California—is entitled to seek

1 any and all penalties otherwise capable of being collected by the Labor Commission or Department of
2 Labor Standards Enforcement (“DLSE”) on behalf of the State of California through this Action.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- 5 A. For civil penalties under PAGA to be determined by trial;
6 B. For pre- and post-judgment interest as allowed;
7 C. For preliminary and permanent injunctive relief;
8 D. For reasonable attorney’s fees and costs and expert fees and costs; and
9 E. For such other relief as this Court deems just and proper.

10
11
12 Dated: May 13, 2026

BARAHMAND LAW GROUP

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14 By: 
15 Navid Barahmand
16 Attorneys for Plaintiff
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EXHIBIT A

BARAHMAND LAW GROUP

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March 6, 2026

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Suite 801

Oakland, California 94612

Copy Sent Certified Mail to:

1505 Corporation - Agent for Service of Process

INTEGRA CAPITAL GROUP, INC.

330 North Brand Blvd

Glendale, California 91203

Re: Private Attorneys General Act ("PAGA") Notice Letter of Brianna McLean Curtis on Behalf of Herself and Aggrieved Employees Under California Labor Code Section 2699.3

Dear Sir/Madam:

We represent Brianna McLean Curtis against Defendant Integra Capital Group, Inc. d/b/a EBizCharge and Century Business Solutions, and Helen Chu (collectively, "Defendants") in a lawsuit soon to be filed against Defendant in Orange County Superior Court (the "Action"). A copy of the proposed Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to provide overtime hours; (3-4) failing to provide meal and rest breaks pursuant to Lab. Code § 226.7(b); (5) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5, and (6) failing to reimburse necessary business expenditures.

//

California Labor and Workforce Development Agency
March 6, 2026

Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read "Navid Barahmand", written in a cursive style.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosure: Exhibit A – Draft Complaint