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Attorney for Plaintiff, KHE LAM

Assigned for All Purposes
Judge Yolanda Torres

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

KHE LAM, an individual,

Plaintiff,

v.

INFINITE RANGES INC. DBA INFINITE RANGES, a Texas corporation, TRINET HR III-A, INC., a Delaware corporation, RYAN HUDOCK, an individual, KATE SARGENT, an individual, LUCAS MITCHELL, an individual, RACHEL FISHER, an individual, and Does 1-25 inclusive,

Defendants.

CASE NO.: 30-2026-01576881-CU-BC-CJC

COMPLAINT FOR DAMAGES

1. **BREACH OF CONTRACT**
2. **UNJUST ENRICHMENT**
3. **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
4. **WRONGFUL TERMINATION** in Violation of Public Policy
5. **FAILURE TO FURNISH WRITTEN COMMISSION STATEMENTS** In Violation of Labor Code § 2751;
6. **FAILURE TO PROVIDE MEAL PERIODS** In Violation of Labor Code §§ 226.7, 512, 1198, and IWC Wage Order No. 4-2001
7. **FAILURE TO PROVIDE REST PERIODS in Violation of Labor Code §§ 226.7, 1198 and IWC Wage Order No. 4-2001**
8. **FAILURE TO COMPENSATE EMPLOYEES FOR EVERY HOUR WORKED** In Violation of Labor Code § 204 and 1194
9. **FAILURE TO MAINTAIN ACCURATE RECORDS OF HOURS WORKED** In Violation of Labor Code § 1174(d)
10. **FAILURE TO PAY OVERTIME** In Violation of Labor Code § § 510 and 1194
11. **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS** In Violation of Labor Code § 226(a)

12. **FAILURE TO REIMBURSE WORK-RELATED EXPENSES** In Violation of Labor Code § 2802
13. **FAILURE TO TIMELY PAY WAGES UPON TERMINATION OF EMPLOYMENT** In Violation of Labor Code §§ 201 & 203;
14. **VIOLATION OF CALIFORNIA's UNFAIR COMPETITION LAW** Per Bus. & Prof. Code § 17200 et seq.
15. **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004** Per California Labor Code §2698 et seq.

{JURY TRIAL DEMANDED}

Plaintiff KHE LAM (hereinafter "Plaintiff"), an individual, hereby brings this Complaint ("Complaint") against Defendants INFINITE RANGES INC. DBA INFINITE RANGES (hereinafter "Infinite Ranges") a Texas corporation, TRINET HR III-A, INC., (hereinafter "Trinet") a Delaware corporation, RYAN HUDOCK (hereinafter "Mr. Hudock"), an individual, KATE SARGENT (hereinafter, "Ms. Sargent"), an individual, LUCAS MITCHELL (hereinafter "Mr. Mitchell"), an individual, RACHEL FISHER (hereinafter "Ms. Fisher"), an individual and Does 1 through 25 (hereinafter collectively, "Defendants"). Plaintiff hereby alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff, KHE LAM, was, at all times relevant to this Complaint, a resident of Aliso Viejo, California in the County of Orange.

2. At all times relevant to this Complaint, Defendant INFINITE RANGES INC. DBA INFINITE RANGES was a Texas corporation doing business in the County of Orange, California.

3. At all times relevant to this Complaint, Defendant TRINET HR III-A, Inc. was a Delaware corporation authorized to do business in California and acted as Infinite Ranges' Professional Employer Organization (PEO) and co-employer of Plaintiff.

4. Defendants RYAN HUDOCK, Co-CEO, an individual; KATE SARGENT, Co-CEO, an individual; LUCAS MITCHELL, Founder, an individual; and RACHEL FISHER, Founder, an

individual, were, at all times relevant to this Complaint, officers and/or senior executives of Infinite Ranges and exercised control over Plaintiff's wages, hours, and working conditions.

2. Upon information and belief, Defendants Infinite Ranges, Trinet, Mr. Hudock, Ms. Sargent, Mr. Mitchell, and Ms. Fisher are affiliated business entities and/or individuals and Plaintiff's former joint employers-in-fact, who jointly and collaboratively provided technology sales, solutions architecture, and consulting services within the State of California.

3. At all relevant times mentioned in this Complaint, Defendant Infinite Ranges directed Plaintiff's day-to-day activities, set his work schedule and job duties, supervised his performance, and had the authority to discipline and terminate Plaintiff's employment. Accordingly, Infinite Ranges was a joint employer of Plaintiff.

4. At all relevant times mentioned in this Complaint, Defendant Trinet, through its role as PEO and co-employer, and the individual officer Defendants, through their direct control and oversight, participated in the employment relationship with Plaintiff and had joint authority to control the terms and conditions of his employment, including wages, hours, and working conditions. Accordingly, Trinet and the individual Defendants were joint employers of Plaintiff.

5. The relationship by and between each of the named Defendants makes them liable for the wrongful conduct alleged herein as joint employers-in-fact. Defendants and each of them are jointly and severally liable for the alleged claims of Plaintiff because of their participation in the wrongful conduct and activities alleged herein.

6. At all times mentioned in this complaint, Defendants were Plaintiff's "employers," and Plaintiff was their "employee" as defined under California law.

7. Plaintiff is unaware of the true names and capacities of Defendants sued as Does 1 through 25, inclusive, and therefore Plaintiff sues these Defendants by fictitious names. Plaintiff is informed and believes and, on that basis, alleges that each of the fictitiously named Defendants is in some manner responsible for the wrongful acts and resulting damage to Plaintiff as alleged in this Complaint. Plaintiff will amend this Complaint to show the true names and capacities of these fictitiously named Defendants after their true names and capacities have been ascertained.

8. The amount in controversy exceeds the minimum jurisdictional limits of this Court, and venue is proper in the Superior Court of California, County of Orange.

FACTUAL BACKGROUND

9. Plaintiff began working for Infinite Ranges on or about February 23, 2024, as an independent contractor / Solutions Architect. He was compensated at a rate of $120.00 per hour plus commissions on closed deals.

10. Effective on or about June 3, 2025, Plaintiff transitioned to full-time W-2 employee status pursuant to a written Employment Agreement dated May 16, 2025, while retaining the same commission structure. Plaintiff's duties included strategic sales, solutions architecture, pre-sales engineering support, client relationship management, and technical training for Western U.S. territory accounts, all performed remotely from his home in Aliso Viejo, California.

11. Throughout his employment, Plaintiff routinely worked long hours, often in excess of eight (8) hours per day and forty (40) hours per week, including evenings, weekends, and while on call, to meet the demanding requirements of client demonstrations, Proofs of Concept (POCs/POVs), technical training, and deal-closing activities.

12. Defendants required Plaintiff and other similarly situated Aggrieved Employees (current and former non-exempt or salaried employees in Covered Positions, including Solutions Architects and comparable roles) to work through meal and rest periods without providing compliant, uninterrupted, duty-free breaks. Plaintiff was almost never able to take a full thirty (30)-minute meal period or a full ten (10)-minute rest period due to client calls, urgent technical issues, and internal deadlines.

13. When Plaintiff did attempt to take breaks, Defendants' operational demands and lack of coverage required him to remain available and responsive, resulting in on-duty meal and rest periods and unrecorded "off-the-clock" work. Defendants failed to track or record these hours and never paid Plaintiff or the Aggrieved Employees the required premium pay of one additional hour at the regular rate of compensation for each workday on which a compliant meal or rest period was not provided, in violation of Labor Code §§ 226.7, 512, 1198, and IWC Wage Order No. 4-2001.

14. As a direct result of the denied meal and rest breaks and off-the-clock work, Plaintiff and the Aggrieved Employees regularly worked overtime hours (in excess of eight hours in a workday

and/or forty hours in a workweek) for which Defendants failed to pay the required overtime premium rate of one and one-half times the regular rate (or double time for hours over twelve in a day or on the seventh day), in violation of Labor Code §§ 510 and 1194.

15. Defendants failed to maintain accurate records of all hours worked by Plaintiff and the Aggrieved Employees, including time spent during purported meal and rest periods and off-the-clock work, in violation of Labor Code § 1174(d).

16. Defendants failed to compensate Plaintiff and the Aggrieved Employees for every hour worked, including all straight-time and overtime hours, in violation of Labor Code §§ 204 and 1194.

17. Defendants failed to furnish accurate itemized wage statements to Plaintiff and the Aggrieved Employees. The wage statements did not accurately reflect all hours actually worked, all applicable hourly rates, premium pay for missed breaks, or overtime compensation, in violation of Labor Code § 226(a).

18. Plaintiff was required to use his personal laptop, internet service, cellular telephone, and other equipment for work-related communications, client demonstrations, technical training, POCs/POVs, and other essential business functions. Defendants knew or reasonably should have known of these necessary expenditures but failed to reimburse Plaintiff or implement any policy or procedure for reimbursement, in violation of Labor Code § 2802.

19. Plaintiff earned substantial commissions on closed deals pursuant to the terms of his Employment Agreement and prior consultant agreements. As of the date of his termination, Plaintiff was owed approximately $31,000 in earned but unpaid commissions on closed deals that had been reflected in HubSpot prior to his termination.

20. On or about June 4, 2025, during an internal performance meeting, Plaintiff raised legitimate concerns about unpaid wages and commissions, late paychecks, unreimbursed business expenses, and internal delays in processing deals and payments.

21. Instead of addressing Plaintiff's protected complaints, Defendants abruptly terminated his employment on or about July 1, 2025, citing "non-performance." Following termination, Defendants removed Plaintiff's name from closed deals in HubSpot in an apparent attempt to deprive him of earned commissions.

22. May 2025 consultant invoice payments and June 2025 wages were paid weeks late. Final wages, including all earned commissions, were not paid immediately upon termination as required by law.

23. The timing and circumstances of Plaintiff's termination—immediately following his complaints about unpaid wages, commissions, and working conditions—give rise to a strong inference that Defendants terminated him in retaliation for engaging in protected activity, in violation of Labor Code §§ 98.6 and 1102.5.

24. On April 7, 2026, Plaintiff Khe Lam executed a Settlement Agreement and Release of Claims with Infinite Ranges Inc. dba Infinite Ranges (the "Settlement Agreement"). On the same date, April 7, 2026, counsel for Infinite Ranges, Ron S. Brand, acknowledged the Settlement Agreement. Plaintiff's counsel, Jacob N. Whitehead, Esq. of W Employment Law, APC, approved the Settlement Agreement as to form on April 6, 2026.

25. Pursuant to the Settlement Agreement, Infinite Ranges agreed to pay Plaintiff a total Settlement Payment of Twenty-Five Thousand Dollars ($25,000.00), allocated as follows: (a) $1,278.69 to Khe Lam (reported as wages on Form W-2, less applicable tax withholdings); (b) $11,508.21 to Khe Lam (reported on Form 1099); and (c) $12,213.10 to W Employment Law Client Trust (reported on Form 1099 and included in the amount reported on Form 1099 to Khe Lam).

26. Despite execution and acknowledgment of the Settlement Agreement on April 7, 2026, Infinite Ranges has failed to fully perform its obligations under the Settlement Agreement, including full and timely payment of the Settlement Payment and other covenants contained therein.

27. Defendants' conduct was part of a systematic and uniform pattern and practice that applied to Plaintiff and all similarly situated Aggrieved Employees.

28. As a direct and proximate result of the foregoing violations, Plaintiff has suffered damages including, but not limited to, unpaid wages, unpaid commissions, unpaid overtime, unpaid premium pay for missed meal and rest periods, unreimbursed business expenses, late-payment penalties, waiting-time penalties, and other economic and non-economic harm.

29. Plaintiff brings this action individually for all causes of action asserted herein, and on behalf of himself and all similarly situated aggrieved employees pursuant to the Private Attorneys

General Act of 2004, California Labor Code § 2698 et seq., to recover civil penalties, restitution, and injunctive relief for the violations described herein..

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

(Against Defendant Infinite Ranges Inc. dba Infinite Ranges and Does 1-25, inclusive)

30. Plaintiff realleges each and every preceding paragraph contained in this Complaint by reference On or about April 7, 2026, Plaintiff and Defendant Infinite Ranges Inc. dba Infinite Ranges entered into a written Settlement Agreement and Release of Claims resolving claims arising out of Plaintiff's employment with Infinite Ranges. The Settlement Agreement became a binding contract upon Plaintiff's execution on April 7, 2026, and Infinite Ranges' approval and acknowledgment through its counsel, Ron S. Brand, on the same date.

31. Pursuant to Paragraph 1 of the Settlement Agreement, Infinite Ranges agreed to pay Plaintiff a total settlement amount of $25,000.00, allocated as follows: (a) $1,278.69 to Khe Lam to be reported as wages on IRS Form W-2; (b) $11,508.21 to Khe Lam to be reported on IRS Form 1099; and (c) $12,213.10 to W Employment Law Client Trust to be reported on IRS Form 1099 and included in the amount reported on IRS Form 1099 to Khe Lam.

32. Plaintiff performed all conditions, covenants, and promises required of him under the Settlement Agreement, including executing the release of claims.

33. Infinite Ranges breached the Settlement Agreement by failing to make the full Settlement Payment of $25,000.00 as required.

34. As a direct and proximate result of Infinite Ranges' breach, Plaintiff has sustained damages in an amount according to proof at trial, including the unpaid portion of the Settlement Payment, interest, and other damages.

SECOND CAUSE OF ACTION

UNJUST ENRICHMENT

(Against Defendant Infinite Ranges Inc. dba Infinite Ranges and Does 1-25, inclusive)

35. Plaintiff realleges each and every one of the preceding paragraphs contained in this Complaint by reference hereto and incorporates the same as though fully set forth herein.

36. Plaintiff conferred a benefit upon Infinite Ranges by executing the Settlement Agreement and releasing valuable employment-related claims in exchange for the promised Settlement Payment of $25,000.00.

37. Infinite Ranges has been unjustly enriched by retaining the benefits of Plaintiff's release of claims while failing to provide the full agreed-upon Settlement Payment.

38. It would be inequitable for Infinite Ranges to retain these benefits without making complete payment to Plaintiff.

39. As a result, Plaintiff is entitled to restitution of the unpaid amounts, plus interest, according to proof at trial.

THIRD CAUSE OF ACTION

BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

(Against Defendant Infinite Ranges Inc. dba Infinite Ranges and Does 1-25, inclusive)

40. Plaintiff realleges each and every preceding paragraph contained in this Complaint by reference hereto and incorporates the same as though fully set forth herein.

41. The April 7, 2026 Settlement Agreement contained an implied covenant of good faith and fair dealing, obligating Infinite Ranges to act fairly and in good faith to ensure that Plaintiff received the benefit of the bargain, including full and timely payment of the $25,000.00 Settlement Payment.

42. Infinite Ranges breached this covenant by failing to make the full Settlement Payment as required under the Agreement.

43. As a direct and proximate result of Infinite Ranges' breach of the implied covenant, Plaintiff has suffered damages including the unpaid portion of the Settlement Payment, interest, and other losses according to proof at trial.

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<u>FOURTH CAUSE OF ACTION</u>

WRONGFUL TERMINATIO

In Violation of Public Policy

(As to All Defendants and Does 1-25 Inclusive)

44. Plaintiff realleges each and every allegation contained in all previous paragraphs of this Complaint and incorporates the same by reference hereto as though fully set forth herein.

45. Defendants terminated Plaintiff's employment on or about July 1, 2025, in violation of fundamental public policies of the State of California embodied in Labor Code §§ 98.6 and 1102.5, which prohibit retaliation against an employee for complaining about or disclosing violations of the California Labor Code.

46. On or about June 4, 2025, Plaintiff complained to Defendants about unpaid wages and commissions, late paychecks, unreimbursed business expenses, and other violations of the California Labor Code. These complaints constituted protected activity under California law.

47. Defendants' termination of Plaintiff was retaliatory and carried out for reasons that contravened established public policy protecting employees from retaliatory termination for reporting what they reasonably believed to be unlawful workplace conduct, practices, and conditions.

48. As a direct and proximate result of Defendants' wrongful termination, Plaintiff suffered economic damages, including lost wages, lost commissions, lost employment benefits, and diminished earning capacity, in an amount according to proof.

49. Plaintiff further suffered emotional distress, mental anguish, humiliation, and anxiety as a result of Defendants' conduct.

50. Defendants' actions were undertaken with malice, oppression, or reckless disregard for Plaintiff's rights, and Defendants, through its officers, managing agents, and supervisors, authorized, condoned, or ratified the unlawful conduct alleged herein. Accordingly, Plaintiff is entitled to recover punitive damages in an amount sufficient to punish Defendants and deter similar conduct.

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FIFTH CAUSE OF ACTION

FAILURE TO FURNISH WRITTEN COMMISSION STATEMENTS

In Violation of Labor Code § 2751

(As to Defendant and Does 1-25, Inclusive)

51. Plaintiff realleges and incorporates by reference all of the foregoing paragraphs, as though fully set forth herein.

52. At all times material to this Complaint, California Labor Code § 2751 was in full force and effect and binding on Defendants.

53. Labor Code § 2751 requires that commission-based employees receive a written statement of their commissions earned and owed.

54. Throughout his employment, Plaintiff was not provided with proper written commission statements by Defendants. As a result, it was Plaintiff who kept track of his own earned commissions through the HubSpot CRM system. Defendants failed to furnish Plaintiff with accurate written commission statements showing the commissions he had earned and was owed.

55. Despite earning substantial commissions on closed deals pursuant to his Employment Agreement, Defendants refused to pay Plaintiff all commissions he rightfully earned. This constitutes a violation of Labor Code § 2751, and Plaintiff is owed all commissions he rightfully earned, including approximately $31,000 in unpaid commissions at the time of his termination.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

In Violation of Labor Code §§ 226.7, 512, 1198, and IWC Wage Order No. 4-2001

(As to All Defendants and Does 1-25 Inclusive)

56. Plaintiff realleges each and every allegation contained in all previous paragraphs of this Complaint and incorporates the same as though set forth in full herein.

57. At all times material to this Complaint, California Labor Code §§ 226.7, 512, 1198, and IWC Wage Order No. 4-2001 were in full force and effect and binding on Defendants.

58. Labor Code Section 512 provides in relevant part: "An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a

meal period of not less than 30 minutes . . . . An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. . . .”

59. IWC Wage Order No. 4-2001, which applies to Defendants’ industry, likewise requires employers to provide meal periods to employees. Section 11(C) of IWC Wage Order No. 4-2001 provides in relevant part: “Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

60. Labor Code Section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

61. Labor Code Section 226.7(c) provides in relevant part: “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, . . . the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

62. Throughout his employment, Plaintiff was regularly unable to take timely or uninterrupted 30-minute meal periods due to his workload and operational demands imposed by Defendants. Defendants knew or reasonably should have known that because of their policies and mandates, Plaintiff was being actively impeded and prevented from taking his meal breaks.

63. Furthermore, Plaintiff did not consent to missing his meal breaks, nor did he ever validly waive his right to his meal breaks.

64. Plaintiff was never paid proper or accurate “premium pay penalties” pursuant to Labor Code Section 226.7(c) for any of the workdays that Defendants failed to provide him with timely, uninterrupted meal breaks.

65. Based on the foregoing, Plaintiff seeks to recover his meal period premiums and statutory penalties pursuant to Labor Code Sections 204, 226.7(c), 512(a), 1198, and IWC Wage Order No. 4-2001, including interest thereon and costs of suit.

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

In Violation of Labor Code §§ 226.7, 1198, and IWC Wage Order No. 4-2001

(As to All Defendants and does 1-25 iNCLUSIVE)

66. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein.

67. At all times material to this Complaint, California Labor Code §§ 226.7, 1198 and IWC Wage Order No. 4-2001 were in full force and effect and binding on Defendants.

68. Section 12(A) of IWC Wage Order No. 4-2001 provides in relevant part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. . . . Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

69. Labor Code Section 1198 states: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

70. Labor Code Section 226.7(c) provides in relevant part: "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, . . . the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

71. Throughout Plaintiff's employment, Defendants failed to provide him with Labor Code compliant rest periods. Plaintiff's workload and job duties required his continuous attention and availability, which precluded uninterrupted breaks.

72. Defendants knew or reasonably should have known that because of their policies and mandates, Plaintiff was being actively impeded and prevented from taking his lawfully entitled rest breaks.

73. Moreover, Plaintiff was never paid his full and proper "premium pay penalties" pursuant to Labor Code Section 226.7(c) for any of the workdays that Defendants failed to provide him with timely, uninterrupted rest periods.

74. Based on the foregoing, Plaintiff seeks to recover his rest period premiums and statutory penalties pursuant to Labor Code Sections 204, 226.7(c), 1198, and IWC Wage Order No. 4-2001, including interest thereon as well as his costs of suit.

EIGHTH CAUSE OF ACTION

FAILURE TO COMPENSATE EMPLOYEES FOR EVERY HOUR WORKED

In Violation of Labor Code § 204 and 1194

(As to All Defendants and Does 1-25, Inclusive)

75. Plaintiff incorporates all previous paragraphs of this Complaint by reference hereto as though fully set forth herein.

76. Labor Code section 200 provides that "wages" include all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, pieces, commission basis, or other method of calculation. Labor Code section 204 states that all wages earned by any person in any employment are payable twice during the calendar month and must be paid not more than seven days following the close of the period when the wages were earned.

77. Labor Code § 204(a) states "All wages, other than those mentioned in §§ 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

78. Further, under Labor Code § 1194(a) "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of their minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

79. As alleged above, Defendants scheduled, required, suffered, and/or permitted Plaintiff to work without full compensation, to work without legally compliant off-duty meal periods and without legally compliant off-duty rest break periods. Plaintiff's work hours were never properly tracked or recorded by Defendants. Defendants failed to maintain complete and accurate records of all hours he actually worked, and thereby failed to fully pay Plaintiff within seven days of the close of payroll as required by law. Labor Code §§ 204 and 1194(a) have been violated and Plaintiff is entitled to recover payment for all uncompensated hours worked, any applicable penalties, and for late payment of wages with interest thereon, as well as his attorney's fees and costs.

NINTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS OF HOURS WORKED

In Violation of Labor Code § 1174(d)

(As to All Defendants and Does 1-25, Inclusive)

80. Plaintiff incorporates all previous paragraphs of this Complaint by reference hereto as though fully set forth herein.

81. Labor Code § 1174(d) provides, "Every person employing labor in this state shall: . . . 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 employed at the respective plants or establishments . . . shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked . . . ."

82. Defendants failed to maintain accurate payroll records reflecting all hours Plaintiff actually worked, including all time he was working while off the clock. Specifically, Defendants did not document or record all time Plaintiff spent performing work-related duties, resulting in incomplete and inaccurate payroll records in violation of Labor Code § 1174(d).

83. Defendants violated Labor Code § 1174(d) and Plaintiff therefore seeks the applicable statutory penalty imposed by Section 1174.5, in the amount of Five Hundred Dollars ($500.00).

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TENTH CAUSE OF ACTION

FAILURE TO PAY OVERTIME

In Violation of Labor Code §§ 510 and 1194

(As to All Defendants and Does 1-25, Inclusive)

84. Plaintiff incorporates all previous paragraphs of this Complaint by reference hereto as though fully set forth herein.

85. Labor Code § 510(a) provides, "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

86. At all relevant times, Defendants was required to properly pay Plaintiff for all overtime wages earned pursuant to Labor Code sections 510 and 1194 and the applicable Wage Order. Plaintiff was frequently required to perform additional work duties even after normal working hours and was denied compliant meal and rest breaks, causing him to work overtime hours. Defendants caused Plaintiff to work overtime hours but did not compensate him at one and one-half times his regular rate of pay (or double time where required) in accordance with California law.

87. As a consequence of the foregoing wrongful practices, Plaintiff seeks to recover the unpaid amount of overtime premiums he is owed, statutory penalties, and interest thereon, plus his attorney's fees and costs of suit.

ELEVENTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE WAGE STATEMENTS

In Violation of Labor Code § 226(a)

(As to All Defendants and Does 1-25, Inclusive)

88. Plaintiff incorporates all previous paragraphs of this Complaint by reference hereto as though fully set forth herein.

89. Labor Code § 226 requires Defendants to provide an accurate wage statement in writing each and every pay period that includes the nine categories of information specified by law.

90. Plaintiff's actual true working hours, including time worked during meal and rest periods and off-the-clock work, were never tracked or recorded by Defendants. These wrongful practices were directly attributable to Defendants' own policies, procedures, and practices. As a consequence, Defendants intentionally and knowingly issued inaccurate wage statements to Plaintiff that were non-compliant with Labor Code Section 226(a).

91. As provided by California Labor Code Section 226(e), employees may recover penalties if they suffer an injury as a result of an employer's knowing and intentional failure to comply with the statute. Plaintiff is entitled to recover the greater of actual damages or $50 for the initial violation or $100 for each violation in a subsequent pay period, up to a maximum aggregate penalty of $4,000, plus an award of his attorney's fees and costs.

TWELFTH CAUSE OF ACTION

FAILURE TO REIMBURSE WORK-RELATED EXPENSES

In Violation of Labor Code § 2802

(As to All Defendants and Does 1-25, Inclusive)

92. Plaintiff incorporates all previous paragraphs of this Complaint by reference hereto, as though fully set forth herein.

93. Pursuant to Labor Code § 2802, "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."

94. Necessary and integral to the performance of his job duties, Plaintiff was required to use his personal laptop, internet service, cellular telephone, and other equipment for work-related communications, client demonstrations, technical training, Proofs of Concept, and other essential business functions. Defendants knew or reasonably should have known of these necessary expenditures but failed to reimburse Plaintiff.

95. The failure of Defendants to reimburse Plaintiff for these necessary work-related expenses constitutes a violation of Labor Code § 2802. Pursuant to Section 2802, subdivisions (b) and

(c), Plaintiff is entitled to recover the costs of such necessary business expenses, plus interest from the date each expense was incurred, as well as his attorney's fees and costs.

THIRTEENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES UPON TERMINATION OF EMPLOYMENT

In Violation of Labor Code §§ 201 and 203

(As to All Defendants and Does 1-25, Inclusive)

96. Plaintiff realleges and incorporates by reference all of the foregoing paragraphs, as though fully set forth herein.

97. At all times material to this Complaint, California Labor Code §§ 201 and 203 were in full force and effect and binding on Defendants.

98. Labor Code Section 201 requires an employer who discharges an employee to pay all compensation due and owing to the employee immediately upon the employee's discharge from employment or within seventy-two hours of their resignation.

99. Labor Code Section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, in an amount up to thirty (30) days.

100. Defendants terminated Plaintiff's employment on or about July 1, 2025. At the time of termination, Defendants failed to pay Plaintiff all wages then due and owing, including earned commissions, premium pay for missed meal and rest periods, and all other compensation.

101. Defendants' failure to pay these wages upon termination was willful. Defendants knew or should have known that Plaintiff was entitled to these amounts. Despite this knowledge, Defendants failed to include them in Plaintiff's final paycheck.

102. As a result of the foregoing, Defendants is liable to Plaintiff for waiting time penalties amounting to thirty days' wages pursuant to Labor Code Section 203.

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<u>FOURTEENTH CAUSE OF ACTION</u>

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

Business & Professions Code § 17200 et seq.

(As to All Defendants and Does 1-25 Inclusive)

103. Plaintiff realleges and incorporates by reference all of the foregoing paragraphs, as though fully set forth herein.

104. California Business and Professions Code Section 17200, et seq. prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

105. California Business and Professions Code Section 17202 provides: "Notwithstanding Section 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in case of unfair competition."

106. California Business and Professions Code Section 17203 provides in relevant part that the court may "restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition."

107. Wage and hour laws express fundamental public policies. The full, accurate, and timely payment of wages earned are fundamental to the public policies of this State. Labor Code § 90.5 articulates the public policy of this State to vigorously enforce minimum labor standards, to ensure employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower their costs by failing to comply with minimum labor standards.

108. Defendants violated numerous statutes and public policies through the conduct alleged herein, including but not limited to Labor Code §§ 201-203, 204, 226(a), 226.7, 2751, 510, 512, 1174(d), 1194, 1198, 2802, and IWC Wage Order No. 4-2001, thereby depriving Plaintiff of the rights, benefits, and privileges guaranteed to all employees under the law.

109. The unlawful and unfair business practices of Defendants described herein present a continuing threat to members of the public in that, on information and belief, Defendants continue to engage in the conduct described herein and has allowed Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

110. As a result of Defendants' unfair business practices, Plaintiff is entitled to and requests restitution, pursuant to Business and Professions Code Sections 17203 and 17208, for all wages and other compensation unlawfully withheld from him, including but not limited to lost income, unpaid commissions, unpaid premiums, and back pay in an amount according to proof at trial.

FIFTEENTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

California Labor Code §2698 et seq.

(As to Defendants and Does 1 – 25, inclusive)

111. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

112. Plaintiff by his employment with Defendants and because of Defendants' various alleged violations of the California Labor Code as alleged herein, is an aggrieved employee with standing to bring a civil PAGA action.

113. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (the "LWDA"), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees.

114. As stated, on April 30, 2026, Plaintiff, on behalf of himself and all similarly-situated Aggrieved Employees, submitted a written Notice to the LWDA setting forth the alleged facts and identifying the specific provisions of the Labor Code that he contends were violated by Defendants (LWDA Case No. LWDA-CM-1174500-26). More than thirty-three (33) days have passed since Plaintiff submitted his PAGA Notice and, to date, he has not received a response from the LWDA indicating its intent to investigate his claims. Plaintiff has thus satisfied all prerequisites to serve as a representative of the Aggrieved Employees to enforce California's labor laws including without limitation, the penalty provisions identified in Lab. Code Section 2699.5.

115. The PAGA Representative Plaintiff, as representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor

Commission, LWDA and/or the DLSE. Specifically, PAGA Representative Plaintiff seeks, on behalf of himself and all current and former Aggrieved Employees, penalties provided by Cal. Lab. Code § 2699(f) for violations of, inter alia, Labor Code §§98.6, 1102.5, 200, 201, 202, 203, 204, 226(a), 226.7, 2751, 510, 512, 1174(d), 1194, 2802 and IWC Wage Order No. 4-2001.

116. In addition, PAGA Representative Plaintiff will seek penalties for any other Labor Code violations as set forth in Labor Code § 2699.5 which states:

> "The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7."

117. Representative Plaintiff is informed and believes that Defendants violated and continue to violate provisions of the Labor Code and applicable Wage Order.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For general and special damages in an amount according to proof at trial, including unpaid commissions in the approximate amount of $31,000, the full unpaid Settlement Payment of

$25,000.00 under the April 7, 2026 Settlement Agreement, unpaid overtime, meal and rest period premiums, unreimbursed business expenses, and all other economic losses;

2. For emotional distress damages in an amount according to proof at trial;
3. For waiting time penalties pursuant to Labor Code §§ 201 and 203;
4. For statutory penalties pursuant to Labor Code §§ 226, 1174.5, 2751, and other applicable provisions;
5. For civil penalties under the Private Attorneys General Act of 2004 (Labor Code § 2699 *et seq.*);
6. For restitution of all monies wrongfully withheld, including the unpaid Settlement Payment and all ill-gotten gains from Defendants' unfair business practices, pursuant to Business & Professions Code § 17203;
7. For punitive damages in an amount sufficient to punish and deter Defendants' retaliatory termination of Plaintiff's employment;
8. For prejudgment and post-judgment interest at the legal rate;
9. For reasonable attorney's fees and costs of suit pursuant to Labor Code §§ 226, 2802, 1194, 2699(g)(1), Business & Professions Code § 17208, and other applicable law; and
10. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands trial of all issues by jury.

DATED: June 8, 2026 **W EMPLOYMENT LAW, APC**

By: ______________________________
Jacob N. Whitehead, Esq.
Attorney for Plaintiff, KHE LAM