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MARK ARNOLD

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

MARK ARNOLD, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

EDGEWORTH INTEGRATION, LLC; and
DOES 1 to 100,

Defendants.

Case No. 26CV185798

**FIRST AMENDED
CLASS ACTION COMPLAINT**

- 1. Failure to Provide Compliant Meal Periods**
- 2. Failure to Provide Compliant Rest Periods**
- 3. Failure to Pay for All Hours Worked**
- 4. Failure to Pay All Overtime Owed**
- 5. Wage Statement Penalties**
- 6. Waiting Time Penalties**
- 7. Violation of Unfair Competition Law**
- 8. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

PARTIES

1. Plaintiff Mark Arnold ("Plaintiff") is a resident of San Joaquin County.

2. Defendant Edgeworth Integration, LLC (“Defendant”) is a Delaware limited liability company with its headquarters in Pennsylvania, and an offices in Livermore and Simi Valley. Venue is proper in Alameda County since Plaintiff worked out of the Livermore office.

3. Plaintiff is unaware of the true names or capacities of the Doe Defendants and therefore uses fictitious names. Plaintiff will amend to insert the true names and capacities pursuant to Code of Civil Procedure section 474 when the information is obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the Doe Defendants participated in some way in the wrongful acts and omissions alleged below. Defendant and the Doe Defendants are collectively referred to as “Defendants”.

JURISDICTION AND VENUE

4. This action is properly filed in Alameda County because the acts and omissions that give rise to Plaintiff’s claims took place in Livermore.

5. The Court has jurisdiction because Defendants’ the acts describe below occurred in Alameda County.

FACTUAL ALLEGATIONS

6. Plaintiff was Defendants’ employee and provided security installation services.

7. Plaintiff was employed by Defendants from October 2025 until November 2025. Plaintiff worked as a Lead Install Technician under the supervision of Chris Rogers.

8. Plaintiff and the Class Members were misclassified as exempt and therefore not paid all wages owed and not provided compliant meal and rest breaks.

9. Defendants failed to provide Plaintiff and the Class Members with compliant meal breaks because Defendants regularly failed to provide Plaintiff and the Class Members with uninterrupted meal periods as required by California law. For example, Plaintiff’s 30-minute meal breaks were regularly interrupted by supervisor Chris Rogers calling with work-related tasks and questions during lunch periods. Despite not being provided with compliant meal breaks, Defendants did not pay premium pay for these missed breaks at Plaintiff’s and the Class Members’ regular rate of pay.

10. Defendants failed to provide Plaintiff and the Class Members with compliant rest breaks because Defendants regularly failed to provide Plaintiff and the Class Members with uninterrupted

1 rest periods as required by California law. Plaintiff did not receive 10–15-minute rest breaks, as it
2 was "custom" not to take them due to workload demands. Plaintiff was expected to keep his phone
3 and remain reachable during any breaks. Despite not being provided with compliant rest breaks,
4 Defendants did not pay premium pay for these missed breaks at Plaintiff's and the Class Members
5 regular rate of pay.

6 11. Defendants failed to pay Plaintiff and the Class Members for all hours worked. On Plaintiff's
7 last day of work, Plaintiff was required to work approximately 45 minutes off-the-clock,
8 accompanying a supervisor to Home Depot for work supplies after Plaintiff had already clocked off
9 duty. Plaintiff was not compensated for this time.

10 12. Plaintiff's off-the-clock work, including regular interruptions during meal periods and the
11 forty-five minute Home Depot trip on his last day of employment, caused him to exceed eight hours
12 of work per day. Despite working over eight hours in a workday, Defendant failed to compensate
13 Plaintiff at the overtime premium rate of one and one-half times his regular rate of pay for hours
14 worked in excess of eight per day, in violation of California Labor Code section 510.

15 13. Defendants failed to provide a proper timekeeping system. Plaintiff never clocked in or out,
16 and there was no formal time-tracking method, which contributed to Plaintiff not being paid for all
17 hours worked.

18 14. Defendants failed to provide Plaintiff and the Class Members with accurate wage statements
19 because the wage statements issued to Plaintiff and the Class Members did not accurately reflect
20 total hours worked and wages owed, including the missed meal and rest break premiums and unpaid
21 off-the-clock work.

22 15. Due to Defendants' failure to pay all wages due to Plaintiff and the Class Members during
23 their employment, specifically the unpaid off-the-clock work and missed break premiums, it follows
24 that Defendants failed to pay all wages due at the conclusion of Plaintiff's and the Waiting Time
25 Subclass' employment as well. Plaintiff is no longer employed by Defendants as of approximately
26 November 25, 2025. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

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CLASS ACTION ALLEGATIONS

16. The class is defined as the following: "All current and former non-exempt employees who were misclassified as exempt, who worked for Defendant in California at any time from four years prior to the filing of this Complaint through the date of final disposition of this action."

17. The Waiting Time Subclass is defined as "All former employees who were misclassified as exempt who worked in California during the Class Period."

18. There is a well-defined community of interest and the proposed class is ascertainable from Defendants' employment records.

- a. Numerosity: The members of the class as defined are so numerous that joinder of all class members is impracticable. Plaintiff is informed and believes that Defendant employs numerous non-exempt and misclassified employees at its multiple locations.
- b. Commonality: This action involves common questions of law and fact to the class because the action focuses on Defendants' course of conduct with respect to violating the Labor Code.
- c. Typicality: Plaintiff's claims are typical of the claims of the class. Plaintiff was subjected to the same violations and seeks the same types of damages, restitution, and other relief on the same as those of the members of the class.
- d. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the interests of the class. Plaintiff understands the obligations as a class representative and is willing and able to fulfill them. Plaintiff's counsel is competent and experienced in litigating employment class actions and complex litigation matters like this.
- e. Superiority of Class Action: A class action is superior to other available means for the efficient adjudication of this controversy. Class action treatment will allow similarly situated persons to pursue the claims in a manner that is most efficient and economical.

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f. Public Policy Considerations: Employees are often afraid to assert their rights out of fear of retaliation; thus, class actions provide the class members with anonymity that allows for vindication of rights while protecting privacy.

19. There are common questions of law and fact including but not limited to:

- a. Whether Defendants violated Labor Code section 512 by not providing lawful meal breaks and whether Defendants violated Labor Code section 226.7 by not paying premium pay for missed meal breaks;
- b. Whether Defendants violated Labor Code section 226.7 by not providing lawful rest breaks and by not paying premium pay for missed rest breaks;
- c. Whether Defendants violated Labor Code sections 558 and 1194 for not paying for all hours worked, including off-the-clock work;
- d. Whether Defendants violated Labor Code section 226 by providing inaccurate wage statements;
- e. Whether Defendants violated Labor Code section 203 by failing to pay all wages due at the conclusion of employment, thereby subjecting Defendants to waiting time penalties;
- f. Whether Defendants engaged in unfair competition in violation of Business & Professions Code section 17200; and
- g. The amount of damages, wages, and penalties owed to Plaintiff and the class.

PAGA ALLEGATIONS

20. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

21. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

1 22. The aggrieved employee has provided written notice by online filing to the LWDA and by
2 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the
3 Labor Code alleged to have been violated, including the facts and theories to support the alleged
4 violations; and

5 23. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
6 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
7 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
8 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
9 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
10 to any other penalties to which the employee may be entitled.

11 24. On April 28, 2026, Plaintiff provided written notice by online filing to the LWDA and by
12 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
13 by Defendants, including the facts and theories to support the alleged violations.

14 25. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
15 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
16 PAGA Penalties on behalf of all Aggrieved Employees.

17 26. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
18 and former, who were employed by Defendants within one year prior to April 28, 2026, through
19 final disposition of this action.”

20 **FIRST CAUSE OF ACTION**

21 **Failure to Provide Compliant Meal Periods**

22 **Against All Defendants**

23 27. Plaintiff incorporates by reference the paragraphs above.

24 28. Labor Code section 512 and the Wage Orders provide that an employer shall not employ an
25 employee for a work period of more than five hours per day without providing the employee with a
26 meal period of not less than 30 minutes or for a work period of more than 10 hours per day without
27 providing the employee with a second meal period of not less than 30 minutes.

1 29. An employer provides compliant meal breaks to its employees if it relieves its employees of
2 all duty, relinquishes control over their activities and permits them a reasonable opportunity to take
3 an uninterrupted 30-minute break. (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004,
4 1040 (2012)).

5 30. Not only must an employer affirmatively relieve its employees of all duty during their meal
6 breaks, it also must not impede or discourage its employees from taking compliant meal breaks.
7 (*Brinker*, supra).

8 31. Defendants failed to provide Plaintiff and the Class Members with compliant meal breaks as
9 alleged herein.

10 32. For each day that Defendants failed to provide Plaintiff and the Class Members with a
11 compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code
12 section 226.7(c), which is one additional hour of pay at Plaintiff's and the Class Members' regular
13 rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

14 33. Defendants failed to pay premium pay at Plaintiff's and the Class Members' regular rate of
15 pay for each day a meal break was missed.

16 34. Plaintiff and the Class Members are therefore entitled to recover premium pay for missed
17 meal breaks, interest, penalties, attorney fees, and costs.

18 **SECOND CAUSE OF ACTION**

19 **Failure to Provide Compliant Rest Periods**

20 **Against All Defendants**

21 35. Plaintiff incorporates by reference the paragraphs above.

22 36. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
23 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
24 per four hours or major fraction thereof.

25 37. Furthermore, during rest periods employers must relieve employees of all duties and
26 relinquish control over how employees spend their time. (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
27 5th 257, 269 (2016)).
28

38. Defendants failed to provide Plaintiff and the Class Members with compliant rest breaks as alleged herein.

39. For each day that Defendants failed to provide Plaintiff and the Class Members with a compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff's and the Class Members' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

40. Defendants failed to pay premium pay at Plaintiff's and the Class Members' regular rate of pay for each day a rest break was missed.

41. Plaintiff and the Class Members are therefore entitled to recover premium pay for missed rest breaks, interest, attorney fees, and costs.

THIRD CAUSE OF ACTION

Failure to Pay for All Hours Worked

Against All Defendants

42. Plaintiff incorporates by reference the paragraphs above.

43. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than 40 hours in a workweek.

44. Defendants failed to pay Plaintiff and the Class Members for all hours worked as alleged herein.

45. Plaintiff and the Class Members are therefore entitled to recover all unpaid wages, liquidated damages, interest, attorney fees, and costs.

FOURTH CAUSE OF ACTION

Failure to Pay All Overtime Owed

Against All Defendants

46. Plaintiff incorporates by reference the paragraphs above.

47. Labor Code section 510 provides that 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.

48. Defendants failed to pay Plaintiff and the Class Members all overtime wages owed as alleged herein, as they were misclassified as exempt.

49. Plaintiff and the Class Members are therefore entitled to recover all unpaid overtime wages, liquidated damages, interest, penalties, attorney fees, and costs.

FIFTH CAUSE OF ACTION

Wage Statement Penalties

Against All Defendants

50. Plaintiff incorporates by reference the paragraphs above.

51. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff and the Class Members in violation of Labor Code section 226(a).

52. As alleged herein, the wage statements that Defendants issued to Plaintiff and the Class Members were inaccurate and incomplete.

53. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff and the Class Members in that Plaintiff and the Class Members were unable to accurately verify and/or calculate their wages.

54. Plaintiff and the Class Members are therefore entitled to the recovery of wage statement penalties, attorney fees, and costs.

SIXTH CAUSE OF ACTION

Waiting Time Penalties

Waiting Time Subclass Against All Defendants

55. Plaintiff incorporates by reference the paragraphs above.

1 56. Labor Code sections 201 and 202 require that an employer provide an employee with all
2 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
3 employee's resignation.

4 57. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
5 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
6 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
7 thirty days.

8 58. As alleged herein, Defendants willfully did not pay Plaintiff and the Waiting Time Subclass
9 all wages owed at the conclusion of employment.

10 59. Plaintiff and the Waiting Time Subclass are therefore entitled to the recovery of waiting
11 time penalties, attorney fees, and costs.

12 **SEVENTH CAUSE OF ACTION**

13 **Violation of Unfair Competition Law**

14 **Against All Defendants**

15 60. Plaintiff incorporates by reference the paragraphs above.

16 61. Defendants' conduct described herein constitutes unfair competition.

17 62. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
18 wrongfully withheld wages.

19 63. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

20 **EIGHTH CAUSE OF ACTION**

21 **Private Attorneys General Act**

22 **By Plaintiff and the Aggrieved Employees Against All Defendants**

23 64. Plaintiff incorporates by reference the paragraphs above.

24 65. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
25 violation(s) of the Labor Code.

26 66. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

1 67. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
2 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
3 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

4 68. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
5 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
6 the penalties in Labor Code section 2699 apply.

7 69. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
8 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
9 sections 1197.1 and 2699 apply.

10 70. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
11 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
12 sections 558, 1197.1, and 2699 apply.

13 71. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
14 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
15 and 2699 apply.

16 72. With respect to violations of Labor Code section 203 for failure to pay all wages due to
17 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
18 Labor Code section 2699 apply.

19 73. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
20 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
21 the manner alleged herein.

22 74. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
23 to Labor Code section 2699(g).

24 **PRAYER FOR RELIEF**

25 As to Causes of Action One Through Seventh

- 26 1. Class certification
27 2. Appointment of Plaintiff as class representative
28 3. Appointment of Plaintiff's Counsel as class counsel

1 First - Second Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code section 226.7
3 2. Interest
4 3. Attorneys' fees
5 4. Costs
6 5. Other relief the court deems proper

7 Third Cause of Action

- 8 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
9 2. Liquidated damages
10 3. Interest
11 4. Attorneys' fees
12 5. Costs
13 6. Other relief the court deems proper

14 Fourth Cause of Action

- 15 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
16 2. Interest
17 3. Attorneys' fees
18 4. Costs
19 5. Other relief the court deems proper

20 Fifth Cause of Action

- 21 1. Penalties pursuant to Labor Code section 226
22 2. Attorneys' fees
23 3. Costs
24 4. Other relief the court deems proper

25 Sixth Cause of Action

- 26 1. Penalties pursuant to Labor Code section 203
27 2. Attorneys' fees
28 3. Costs

1 4. Other relief the court deems proper

2 Seventh Cause of Action

3 1. Restitution of all wrongfully withheld wages

4 2. Attorneys' fees

5 3. Costs

6 4. Other relief the court deems proper

7 Eighth Cause of Action

8 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

9 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
10 violate the California Labor Code in the manner alleged herein

11 3. Attorneys' fees

12 4. Costs

13 5. Other relief the court deems proper

14
15 DATED: July 6, 2026

16 /s/ Adam Rose

17 Adam Rose

18 Mike Rachmann

19 Attorneys for Plaintiff
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JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: July 6, 2026

/s/ Adam Rose
Adam Rose
Mike Rachmann
Attorneys for Plaintiff