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11 Class

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 **Demetre Figueroa**, individually and on
15 behalf of all similarly situated individuals,

16 Plaintiff,

17 vs.

18 **The Claremont Club LLC**, a California
19 limited liability company; and **Does 1-10**,
20 inclusive;

21 Defendants.

CASE NO. **26STCV12838**

CLASS ACTION COMPLAINT FOR:

- 1) **Failure to Provide Compliant Meal Periods;**
- 2) **Failure to Provide Compliant Rest Periods;**
- 3) **Failure to Pay Minimum/Regular Wages;**
- 4) **Failure to Pay Overtime Wages;**
- 5) **Failure to Maintain and Provide Complete and Accurate Records;**
- 6) **Failures to Pay Wages When Due;**
- 7) **Failure to Reimburse Necessary Business Expenses;**
- 8) **Failure to Provide Personnel Records; and**
- 9) **Violation of California Business & Professions Code §§ 17200, et seq.**

Jury Trial Requested

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/21/2026 3:48 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Radillo, Deputy Clerk

1 Plaintiff, by and through his counsel of record, hereby brings this action on behalf of
2 himself and all other similarly situated current and former employees and alleges as follows:

3 **PARTIES**

4 1. At all relevant times for this Complaint, Plaintiff **Demetre Figueroa**, (“Plaintiff”)
5 resided in San Bernardino, California. Plaintiff was employed as an hourly, non-exempt employee
6 of Defendant from approximately July 2024 through approximately August 29, 2025.

7 2. Defendant **The Claremont Club, LLC** is a California limited liability company
8 with a principal business address of 1777 Monte Vista Ave., Claremont, CA 91711. Defendant is,
9 and at all relevant times was, engaged in the business of operating a health club, fitness facility,
10 and related services within the State of California. Defendant employed Plaintiff and other
11 similarly situated non-exempt employees within the State of California, including within Los
12 Angeles County.

13 3. Plaintiff is not currently aware of the names and true identities of defendants Does
14 1-10. Plaintiff reserves the right to amend this complaint to allege their true names and capacities
15 when this information is available. Each Doe defendant is responsible for the damages alleged
16 pursuant to each of the causes of action asserted, either through its own conduct, or vicariously
17 through the conduct of others. All further references in this complaint to any of the named
18 Defendants include the fictitiously named defendants.

19 4. At all times alleged herein, each Defendant was an agent, servant, joint employer,
20 employee, partner, and/or joint venture of every other Defendant and was acting within the scope
21 of the Defendants’ relationship. Moreover, the conduct of every Defendant was ratified by each
22 other Defendant.

23 **VENUE AND JURISDICTION**

24 5. The court has jurisdiction over all causes of action in this complaint pursuant to
25 Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely
26 on California statutes and law, including the Labor Code and the Business & Professions Code.
27 Because putative class members were employed by Defendants, the policies and practices
28 complained of herein were implemented in Los Angeles County, and Defendants transact

1 business within Los Angeles County, Defendants are within the jurisdiction of the court for
2 service of process. Moreover, Business & Professions Code § 17204 provides that any person
3 acting on their own behalf may bring an action in any court of competent jurisdiction.

4 6. Venue as to Defendants is proper in this Superior Court pursuant to California Code
5 of Civil Procedure § 395. Defendants transact business and/or has offices in this county,
6 employed Plaintiff and putative class members (“Class Members”) in this county, and the acts
7 and omissions alleged herein took place in this county.

8 **CLASS ACTION ALLEGATIONS**

9 7. Defendant operates a membership-based health, fitness, and recreational facility
10 that provides a wide array of services to the public, including and not limited to, swimming
11 facilities, tennis lessons and clinics, pickleball courts, group exercise classes, personal training,
12 and access to cardio and strength training equipment. Defendant holds itself out as a full-service
13 athletic club offering structured programming, instructional services, supervised recreational
14 activities, and facilities designed to promote physical fitness and wellness for its members.

15 8. In the course of its business operations, Defendant employs numerous hourly, non-
16 exempt employees in positions including, but not limited to, instructors, trainers, attendants,
17 front desk personnel, childcare staff, maintenance workers, and other service-related roles
18 necessary to operate its facilities and deliver services to members. Defendant’s business model
19 depends upon maintaining consistent staffing coverage across operating hours, including
20 mornings, evenings, and weekends, in order to provide continuous access to its programs, classes,
21 amenities, and services.

22 9. Defendant maintains uniform, centralized timekeeping, scheduling, and payroll
23 systems that apply standardized policies and practices to non-exempt employees across job
24 positions and work locations, including Plaintiff and Class Members. Through these systems,
25 Defendant exercises control over Plaintiff and Class Members’ recorded work time, meal period
26 timing, overtime authorization, and wage calculations. On information and belief, Defendant’s
27 staffing levels, scheduling requirements, and productivity expectations routinely resulted in
28 Plaintiff and Class Members’ performing compensable work during unpaid meal periods, before

1 scheduled shifts, after scheduled shifts, and during time periods that were not fully recorded or
2 compensated. These common policies and practices resulted in the systematic failure to pay
3 Plaintiff and Class Members' for all hours worked and the failure to provide legally compliant
4 meal periods in violation of California law.

5 10. Defendant's business operations require continuous customer-facing coverage,
6 including front desk services, instructional programming, childcare supervision, facility
7 monitoring, and member support services. As a result of workload demands and staffing
8 constraints, Plaintiff and Class Members' were frequently required to remain available to respond
9 to member needs, supervise facilities, monitor equipment, answer questions, or perform other
10 work duties during time periods in which duty-free rest periods should have been authorized and
11 permitted. Defendant failed to implement policies or practices that ensured Plaintiff and Class
12 Members' were relieved of all duty during rest periods and instead maintained operational
13 expectations that impeded Plaintiff and Class Members' ability to take uninterrupted, compliant
14 rest breaks.

15 11. Due to Defendant's operational model requiring continuous supervision of mem-
16 bers, scheduled classes, childcare programs, and facility areas, Plaintiff and Class Members' were
17 frequently required to remain on-duty, on-call, or otherwise subject to Defendant's control during
18 meal and rest period time. Plaintiff and Class Members' responsible for front desk operations,
19 group classes, personal training sessions, childcare supervision, and facility monitoring were of-
20 ten required to remain available to assist members, respond to questions, monitor safety condi-
21 tions, or prepare for upcoming scheduled programming, resulting in interrupted, shortened, de-
22 layed, or entirely missed meal and rest periods. Defendant's staffing levels and scheduling prac-
23 tices routinely failed to provide sufficient coverage to permit compliant off-duty breaks, resulting
24 in a uniform practice whereby Plaintiff and Class Members' remained responsible for work duties
25 during purported break periods.

26 12. Defendant's centralized payroll and timekeeping practices further resulted in the
27 failure to compensate Plaintiff and Class Members' for all hours worked, including overtime
28 hours worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek.

1 On information and belief, Defendant maintained policies requiring advance authorization for
2 overtime work while simultaneously requiring Plaintiff and Class Members' to complete assigned
3 tasks necessary to maintain operations, resulting in Plaintiff and Class Members performing work
4 off-the-clock or working through unpaid meal periods. Defendant further failed to calculate
5 overtime compensation using the correct regular rate of pay, including by excluding
6 nondiscretionary compensation and other remuneration required to be included in the regular
7 rate, including but not limited to bonuses, incentive pay, premium pay, and shift differentials,
8 thereby resulting in the systematic underpayment of overtime wages owed to Plaintiff and Class
9 Members.

10 13. Additionally, Defendant compensated certain non-exempt Plaintiff and Class
11 Members' using multiple hourly rates, premium rates, shift differentials, incentive pay, bonuses,
12 and other forms of nondiscretionary compensation tied to particular shifts, job duties,
13 certifications, or scheduled programming. These additional forms of compensation constitute
14 remuneration that must be included in the calculation of the Plaintiff and Class Members' regular
15 rate of pay for purposes of overtime compensation. On information and belief, Defendant failed
16 to properly incorporate shift differentials and other nondiscretionary compensation into the
17 regular rate when calculating overtime wages, resulting in the systematic underpayment of
18 overtime and double-time compensation owed to Plaintiff and Class Members. Because
19 Defendant's payroll systems uniformly calculated overtime using standardized formulas applied
20 across the workforce, the legality of Defendant's regular rate calculations is capable of
21 determination using common proof, including payroll data and compensation policies.

22 14. As a result of Defendant's failure to pay all minimum, regular, and overtime wages
23 owed, Defendant failed to maintain complete and accurate payroll records reflecting the total
24 hours worked, correct rates of pay, and all wages earned by Plaintiff and Class Members.
25 Defendant issued wage statements that did not accurately reflect total hours worked, applicable
26 hourly rates, premium wages owed, or total compensation earned. Defendant's recordkeeping
27 practices impeded employees' ability to determine whether they were fully compensated for all
28 hours worked and obscured the extent of unpaid wages and premium pay owed under California

1 law.

2 15. In the course of performing their job duties, Plaintiff and Class Members were
3 required to use personal cellular telephones, mobile applications, and messaging platforms to
4 communicate with supervisors, receive scheduling updates, coordinate shift coverage, respond to
5 operational issues, and perform other work-related functions. Plaintiff and Class Members were
6 also required, on information and belief, to travel between work areas, attend trainings, meetings,
7 promotional events, or provide services at different locations, resulting in the use of personal
8 vehicles for Defendant's benefit. Defendant knew or should have known that employees incurred
9 necessary business expenses, including cellular service charges, data usage, mileage, fuel, and
10 vehicle-related costs, yet failed to reimburse Plaintiff and Class Members for such expenses as
11 required by California law.

12 16. Defendant further maintained policies and practices that resulted in the failure to
13 timely pay all wages owed during employment and upon separation of employment. On
14 information and belief, Defendant failed to pay all earned wages, including minimum wages,
15 overtime wages, and meal and rest period premium wages, on regular paydays and/or at the time
16 of separation from employment. Defendant also failed to timely provide complete personnel and
17 payroll records upon request and failed to reimburse employees for necessary business expenses
18 incurred in direct consequence of performing their job duties, including expenses related to the
19 use of personal cellular telephones and personal vehicles required for work purposes.

20 17. As a matter of uniform and systemic policy, Defendant failed to provide their non-
21 exempt Plaintiff and Class Members' with accurate itemized wage statements in accordance with
22 California's Labor Code. Upon information and belief, Defendant failed to furnish Plaintiff and
23 Class Members, either semimonthly or at the time of each payment of wages, either as a
24 detachable part of the check or separately, an accurate, itemized statement in writing showing
25 actual gross and net wages earned, the correct number of hours worked, and the applicable hourly
26 rates in effect for those missing hours, among other things.

27 18. As a matter of uniform and systemic policy, Defendant willfully failed to pay
28 Plaintiff and Class Members all the above-described wages including, but not limited to, premium

1 pay for non-compliant meal and rest breaks, minimum/regular wages for all hours worked, and
2 overtime premium wages for off-the-clock workhours, either at the time they became due, at the
3 time of discharge, or within seventy-two (72) hours of leaving Defendants' employ.

4 19. Plaintiff, therefore, brings this action on behalf of himself and as a class action on
5 behalf of the following defined Class:

6 **Non-Exempt Employee Class:**

7 *All persons who worked at least one shift as a non-exempt employee for*
8 *Defendants in the State of California from the period four years prior to the filing*
of this Action and until the date of trial ("Class").

9 20. Common methods of proof exist for determining these issues on a class-wide basis,
10 including but not limited to, Defendant's employment records, payroll records, timesheets,
11 written policies, disciplinary records, and witness declarations, among other things.

12 21. **Numerosity.** Plaintiff is informed and believes that, during the class period, at
13 least 200 Class Members have been employed as non-exempt employees by Defendant within the
14 state of California. The number of Class Members is sufficiently numerous such that joinder of all
15 members is impossible or impracticable.

16 22. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all
17 other Class Members, was subjected to the policies and practices set forth above. Plaintiff's job
18 duties were typical of Class Members in all relevant respects.

19 23. **Adequacy.** There are no material conflicts between the claims of the
20 representative Plaintiff and Class Members that would make class certification inappropriate.
21 Plaintiff understands his obligation to inform the Court of any relationship, conflicts, or
22 differences with any Class Member. Plaintiff will fairly and adequately protect the interests of the
23 Class Members. Plaintiff is invested in redressing Defendant's illegal practices on behalf of all
24 Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class
25 action and employment litigation. Plaintiff's attorneys, the proposed class counsel, are well versed
26 in the rules governing class action discovery, certification, and settlement, and will vigorously
27 assert the claims of all Class Members. Plaintiff has incurred, and will continue to incur, costs
28 and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of

1 this action for the substantial benefit of each Class Member.

2 24. **Existence and Predominance of Common Issues.** Common questions of law
3 and fact exist as to all Class Members, which predominate over potential issues affecting
4 individual Class Members, including, but not limited to:

- 5 a. Whether Defendant had a common policy and/or practice of depriving
6 Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;
- 7 b. Whether Defendant unlawfully and/or willfully deprived Plaintiff and Class
8 Members of compliant, off-duty meal and/or rest periods;
- 9 c. Whether Defendant had a common policy and/or practice of depriving
10 Plaintiff and Class Members of premium pay in lieu of compliant, off-duty
11 meal and/or rest periods;
- 12 d. Whether Defendant unlawfully and/or willfully deprived Plaintiff and Class
13 Members of premium pay in lieu of compliant, off-duty meal and/or rest
14 periods;
- 15 e. Whether Defendant had a common policy and/or practice of requiring
16 Plaintiff and Class Members to work off-the-clock;
- 17 f. Whether Defendant unlawfully and/or willfully required Plaintiff and Class
18 Members to work off-the-clock;
- 19 g. Whether Defendant had a common policy and/or practice of failing to
20 compensate Plaintiff and Class Members with required minimum, regular,
21 and/or overtime wages while working off-the-clock
- 22 h. Whether Defendant unlawfully and/or willfully failed to compensate
23 Plaintiff and Class Members with required minimum, regular, and/or
24 overtime wages while working off-the-clock;
- 25 i. Whether Defendant failed to properly include shift differentials, incentive
26 compensation, bonuses, premium pay, or other nondiscretionary
27 remuneration in the calculation of the regular rate of pay for purposes of
28 overtime compensation;

- 1 j. Whether Defendant have a common policy and/or practice of failing to
2 maintain complete or accurate payroll records in the State of California;
- 3 k. Whether Defendant unlawfully and/or willfully failed to maintain complete
4 or accurate payroll records in the State of California;
- 5 l. Whether Defendant have a common policy and/or practice of failing to
6 provide complete or accurate wage statements reflecting all hours worked,
7 applicable rates of pay, and wages earned to Plaintiff and Class Members;
- 8 m. Whether Defendant unlawfully and/or willfully failed to provide complete
9 and accurate wage statements reflecting all hours worked, applicable rates
10 of pay, and wages earned to Plaintiff and Class Members;
- 11 n. Whether Defendant had a common policy and/or practice of failing to pay
12 Plaintiff and Class Members all wages at the time they became due, at the
13 time of discharge, or within seventy-two (72) hours of leaving Defendant's
14 employ;
- 15 o. Whether Defendant unlawfully and/or willfully failed to pay Plaintiff and
16 Class Members all wages at the time they became due, at the time of
17 discharge, or within seventy-two (72) hours of leaving Defendant's employ;
- 18 p. Whether Plaintiff and Class Members sustained damages as a result of any
19 of the aforementioned violations, and, if so, the proper measure of those
20 damages, including interest, penalties, costs, attorneys' fees, and equitable
21 relief; and
- 22 q. Whether Defendant violated the Unfair Competition Law, Cal. Bus. & Prof.
23 Code § 17200, *et seq.*, by violating the above provisions of law.

24 25. **Superiority.** A class action is superior to other available means for the fair and
25 efficient adjudication of this dispute. The damages suffered by individual Class Members, while
26 substantial, are small compared to the burden and expense of individual prosecution of the
27 complex and expensive litigation necessary to address Defendant's conduct. Even if Class
28 Members themselves could afford individual litigation, the court system would be overwhelmed

1 by individual lawsuits if all Class Members sought redress. In addition, individualized litigation
2 increases the delay and expense to all parties and to the court system resulting from the complex
3 legal and factual issues of this case. Individualized litigation also presents potential for
4 inconsistent or contradictory judgments. By contrast, the class action device presents far fewer
5 management difficulties; it allows the hearing of claims that might otherwise go unaddressed
6 because of the relative expense of bringing individual lawsuits, and it provides the benefits of
7 single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff
8 contemplates providing notice to members of the Class defined above as identified through
9 Defendant's records.

10 **CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 ***California Labor Code §§ 226.7, 512(a), and 1198***

13 ***Failure to Provide Complaint Meal Periods***

14 **(Plaintiff and Class Against Defendant)**

15 26. Plaintiff repeats and incorporates by reference every allegation in this complaint as
16 if fully set forth herein.

17 27. At all times relevant to this complaint, Defendant knew they were obligated to
18 provide legally compliant meal periods to their non-exempt employees pursuant to Labor Code
19 §§ 512 and 226.7. Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ
20 an employee for a work period of more than five hours per day without providing the employee
21 with a meal period of not less than 30 minutes, except that if the total work period per day of the
22 employee is no more than six hours, the meal period may be waived by mutual consent of both
23 the employer and employee. An employer may not employ an employee for a work period of more
24 than 10 hours per day without providing the employee with a second meal period of not less than
25 30 minutes."

26 28. Further, Labor Code sections 226.7, 512(a), and 1198 provide that no employer shall
27 require an employee to work during any meal period mandated by an applicable order of the IWC
28 – including Wage Order No. 5-2001, which applied to Plaintiff's and Class Members'

1 employments. “An off-duty meal period, therefore, is one in which the employee is relieved of all
2 duty during the 30-minute meal period [...] an employer’s obligation is to provide an off-duty
3 meal period: an uninterrupted 30–minute period during which the employee is relieved of all
4 duty.” *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

5 29. On information and belief, Plaintiff and Class Members regularly did not receive
6 timely, uninterrupted, duty-free meal periods of at least thirty (30) minutes for each work period
7 exceeding five (5) hours, and did not receive second meal periods when working more than ten
8 (10) hours.

9 30. As a matter of uniform policy and practice, Defendant failed to authorize and permit
10 compliant meal periods. Plaintiff and Class Members were frequently required to perform work
11 during meal periods, remain on duty, and/or remain subject to Defendant’s control while clocked
12 out for unpaid meal breaks. Rather, Defendant failed to maintain compliant policies and practices
13 that actually authorized and permitted lawful rest periods, and instead maintained policies and
14 practices that discouraged, impeded, or prevented employees from taking uninterrupted meal
15 breaks.

16 31. Accordingly, Plaintiff and Class Members were denied meal periods as a result of
17 Defendant’s policies and practices. By failing to consistently provide uninterrupted, off-duty 30-
18 minute meal periods, Defendant violated the Labor Code as to Plaintiff and Class Members.

19 32. Defendant has also implemented a uniform policy of denying compensation in lieu
20 of compliant meal periods to its non-exempt employees, notwithstanding its actual knowledge
21 that such employees were uniformly denied such meal periods.

22 33. In failing to authorize and/or permit compliant meal periods, Defendant has also
23 implemented a uniform policy of denying compensation in lieu of such meal periods to its non-
24 exempt employees, notwithstanding its actual knowledge that such employees were uniformly
25 denied compliant meal periods.

26 34. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to re-
27 cover from Defendant an additional hour of pay at their regular rates of pay for each shift in which
28 a compliant meal period was not provided.

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1 required to remain available to perform work duties during time periods in which compliant rest
2 breaks should have been provided.

3 40. On information and belief, Plaintiff and Class Members routinely did not receive
4 compliant duty-free rest periods for every four (4) hours worked or major fraction thereof.
5 Plaintiff and Class Members were not relieved of all duties during purported rest periods and
6 remained subject to Defendant's control.

7 41. Defendant failed to maintain compliant policies and practices that actually
8 authorized and permitted lawful rest periods, and instead maintained policies and practices that
9 discouraged, impeded, or prevented employees from taking uninterrupted rest breaks.

10 42. On information and belief, Defendant also failed to pay Plaintiff and Class Members
11 one (1) hour of premium wages at the regular rate of compensation for each workday that a
12 compliant rest period was not authorized or permitted.

13 43. By failing to authorize and permit compliant rest periods, and by failing to pay
14 premium wages in lieu thereof, Defendant violated Labor Code sections 226.7 and 1198, as well
15 as the applicable IWC Wage Order, as to Plaintiff and Class Members.

16 44. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff and
17 Class Members have suffered damages in an amount according to proof, including unpaid
18 premium wages.

19 45. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to
20 recover one (1) additional hour of pay at their regular rate of compensation for each workday that
21 a compliant rest period was not provided, together with interest, attorneys' fees, costs of suit, and
22 such other relief as the Court deems proper.

23 **THIRD CAUSE OF ACTION**

24 ***California Labor Code §§ 223, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198***

25 ***Failure to Pay Minimum Wages for All Hours Worked***

26 **(Plaintiff and Class Against Defendant)**

27 46. Plaintiff repeats and incorporates by reference all allegations contained in the
28 preceding paragraphs as if fully set forth herein.

1 47. Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 provide that payment of a wage
2 less than the minimum wage as set by statute, commission, or by the general prevailing rate is
3 unlawful.

4 48. Further, Labor Code § 223 provides that where a contract requires an employer to
5 maintain the designated wage scale, it is unlawful to pay a lower wage while purporting to pay the
6 wage designated by contract. *See, e.g., Armenta v. Osmose, Inc.*, 135 Cal.App.4th 314, 323 (Cal.
7 Ct. App. 2005) (“Sections 221, 222, and 223 articulate the principal that all hours must be paid
8 at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum
9 wage obligation.”).

10 49. California law requires employers to compensate employees for all time that an
11 employee is “suffered or permitted to work,” which includes all time “when any employer ‘directs,
12 commands or restrains’ an employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575,
13 583 (2000), as modified (May 10, 2000); *see also* Code Regs. tit. 8, § 11040(2)(L) (“‘Hours
14 worked’ means the time during which an employee is subject to the control of an employer and
15 includes all the time the employee is suffered or permitted to work, whether or not required to do
16 so.”).

17 50. Defendant’s uniform and centralized scheduling, timekeeping, and payroll
18 practices resulted in the systemic failure to pay Plaintiff and Class Members for all hours worked
19 including through, but not limited to, the following conduct:

20 (a) requiring Plaintiff and Class Members to perform compensable work off-the-
21 clock, including pre-shift and post-shift work and work performed during
22 unpaid meal periods;

23 (b) restricting Plaintiff and Class Members from clocking in more than a few
24 minutes before their scheduled start time or remaining clocked in after their
25 scheduled end time, despite requiring work to be performed during those
26 periods;

27 (c) requiring Plaintiff and Class Members to clock out for meal periods but continue
28 performing work duties for Defendant’s benefit;

1 (d) instructing, directing, or pressuring Plaintiff and Class Members to alter, edit,
2 or reduce recorded time entries so that total hours worked were understated and
3 not fully compensated; and

4 (e) otherwise failing to record and pay for all time during which Plaintiff and Class
5 Members were subject to Defendant's control and suffered or permitted to work.

6 51. Defendant's failure to pay Plaintiff and Class Members wages at their regular rates
7 of pay, let alone any rate of pay, violates California Labor Code sections 223, 1182.12, 1194, 1197,
8 1197.1, and 1198.

9 52. Pursuant to California Labor Code section 1194.2, Plaintiff and Class Members are
10 entitled to recover the amounts of underpaid wages, plus liquidated damages equal to the amount
11 of minimum wages unlawfully withheld and interest thereon, along with other applicable
12 penalties.

13 **FOURTH CAUSE OF ACTION**

14 ***Labor Code §§ 510 and 1198***

15 ***Failure to Pay Overtime Wages***

16 **(Plaintiff and Class Against Defendant)**

17 53. Plaintiff repeats and incorporates by reference every allegation in this complaint as
18 if fully set forth herein.

19 54. Labor Code §§ 510 and 1198, together with the applicable Industrial Welfare
20 Commission Wage Order, require employers to compensate non-exempt employees at premium
21 overtime rates for all hours worked in excess of eight (8) hours in a workday or forty (40) hours
22 in a workweek, as well as for the first eight (8) hours worked on the seventh consecutive day of
23 work in a workweek. Hours worked in excess of twelve (12) hours in a workday, and hours worked
24 in excess of eight (8) hours on the seventh consecutive day of work in a workweek, must be
25 compensated at no less than twice the employee's regular rate of pay.

26 55. Throughout the Class Period, as a matter of uniform and systemic policy, Defendant
27 failed to compensate Plaintiff and Class Members all overtime compensation owed under
28 California law. Defendant failed to pay any overtime premium for certain overtime hours worked,

1 including hours worked in excess of eight (8) hours in a workday, twelve (12) hours in a workday,
2 eight (8) hours on the seventh consecutive day of work in a workweek, and/or forty (40) hours in
3 a workweek. In other instances where overtime compensation was paid, Defendant failed to
4 properly calculate the overtime rate by excluding nondiscretionary compensation and other
5 forms of remuneration from the regular rate of pay, including but not limited to bonuses,
6 incentive compensation, shift differentials, and other wages required to be included in the regular
7 rate. As a result, Plaintiff and Class Members were systematically underpaid overtime
8 compensation owed for hours worked.

9 56. Defendant's uniform and centralized scheduling, timekeeping, and payroll
10 practices resulted in systemic overtime violations affecting Plaintiff and Class Members,
11 including through, but not limited to, the following conduct:

- 12 (a) requiring Plaintiff and Class Members to work in excess of eight (8) hours in
13 a workday and/or forty (40) hours in a workweek, while maintaining written
14 policies requiring advance written supervisory approval to remain on the
15 clock for overtime hours, resulting in employees continuing to perform
16 compensable work off-the-clock when such approval could not be obtained,
17 or when such approval was not expressly granted;
- 18 (b) requiring Plaintiff and Class Members to perform compensable work off-the-
19 clock, including pre-shift and post-shift work and work performed during
20 unpaid meal periods, while restricting employees from clocking in more than
21 a few minutes before their scheduled start time or remaining clocked in after
22 their scheduled end time, and requiring employees to clock out for meal
23 periods but continue performing work duties;
- 24 (c) instructing or pressuring Plaintiff and Class Members to alter or reduce
25 recorded time entries so that total hours worked were understated, including
26 by reducing recorded overtime hours, thereby avoiding payment of overtime
27 and double-time wages owed under California law; and
- 28 (d) paying overtime, when paid at all, using rates that did not reflect Plaintiff

1 and Class Members’ true regular rate of pay, including through the use of
2 “average,” blended, or assigned rates that excluded required forms of
3 remuneration, resulting in the systematic underpayment of overtime and
4 double-time wages owed under California law.²

5 57. Defendant’s failure to pay overtime premium wages was a direct consequence of
6 their uniform policy and/or practice of requiring non-exempt employees to clock out but continue
7 working through meal periods, resulting in additional unrecorded hours worked above and
8 beyond various overtime premium thresholds (i.e., 8 hours in a day, 12 hours in a day, and 40
9 hours in a week).

10 58. Defendant knew or should have known that their policies and practices forced their
11 non-exempt employees to work in excess of eight (8) hours per workday and/or forty (40) hours
12 per workweek without being compensated for all hours worked.

13 59. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover
14 their unpaid overtime compensation, as well as interest, costs, and attorneys’ fees, and applicable
15 civil penalties.

16 **FIFTH CAUSE OF ACTION**

17 ***Labor Code §§ 226, 226.3, 1174(d), 1198.5***

18 ***Failure to Maintain and Provide Complete and Accurate Records***

19 ***(Plaintiff and Class Against Defendant)***

20 60. Plaintiff repeats and incorporates by reference all allegations contained in the
21 preceding paragraphs as if fully set forth herein.

22 61. Labor Code § 226 requires employers to furnish employees with an accurate,
23

24 ² An employee’s “regular rate of pay” includes all remuneration for employment paid to, or on
25 behalf of, the employee, including but not limited to hourly wages, shift differentials, commis-
26 sions, incentive compensation, non-discretionary bonuses, and other forms of compensation. See
27 *Alvarado v. Dart Container Corp. of California*, 4 Cal.5th 542, 568–573 (2018); *Ferra v. Loews*
28 *Hollywood Hotel, LLC*, 11 Cal.5th 858, 869 (2021) (“[A]n employee’s ‘regular rate of pay’ for pur-
poses of Labor Code section 510 and the IWC wage orders is not the same as the employee’s
straight time rate (i.e., his or her normal hourly wage rate). Regular rate of pay, which can change
from pay period to pay period, includes adjustments to the straight time rate, reflecting, among
other things, shift differentials and the per-hour value of any nonhourly compensation the em-
ployee has earned.”).

1 itemized statement in writing showing, among other things, (1) gross wages earned; (2) total
2 hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4)
3 net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the
4 name of the employee and the last four digits of his or his social security number; (7) the name
5 and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect
6 during the pay period and the corresponding number of hours worked at each hourly rate by the
7 employee.

8 62. At all times relevant to this complaint, Defendant's failure to pay minimum, regular,
9 and overtime rate wages for all hours worked, and premium pay for missed meal and/or rest
10 periods, ensured that Class Members' wage statements inaccurately reflected their gross and net
11 wages earned, the correct number of hours worked, and the applicable hourly rates in effect for
12 those missing hours.

13 63. Thus, Defendant has failed to keep accurate payroll records for Plaintiff and Class
14 Members in accordance with Labor Code § 1174.

15 64. Defendant's failure to keep and maintain payroll records accurately reflecting their
16 gross and net wages earned, number of hours worked, and applicable hourly rates has impeded
17 Plaintiff's and Class Members' ability to determine whether they were paid properly.

18 65. Injury. Defendant knowingly and intentionally failed to comply with Labor Code
19 § 226, causing injury and damage to Plaintiff and Class Members. Plaintiff and all those similarly
20 situated were injured by these failures because, among other things, they were confused about
21 whether they were paid properly and/or misinformed about how much compensation was owed
22 to them. These damages include, but are not limited to, costs incurred in calculating the correct
23 gross and net wages earned for each pay period and the amount of employment taxes that were
24 not paid to state and federal tax authorities.

25 66. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result
26 of not being provided with a complete and accurate itemized wage statement is entitled to recover
27 the greater of all actual damages suffered or fifty (\$50) dollars for the initial violation and one
28 hundred (\$100) dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§

226(e) and (g), Class Members are further entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226, as well as attorneys' fees and costs of suit.

67. As a separate violation, Defendant failed to produce Plaintiff's complete payroll records and personnel file in response to Plaintiff's request for such records under Lab. Code §§ 226, 432, 1174, and 1198.5.

68. Labor Code § 226 additionally provides that employers "shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer" and that employers "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

69. Labor Code § 1198.5 provides that "[u]pon a written request from a current or former employee, or her or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request . . ."

70. Labor Code § 432 provides that "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

71. Labor Code § 1174 requires employers to maintain payroll records showing the hours worked daily by all employees, for a time not less than three years. Industrial Wage Order No. 5, Section 7 requires that an employer maintain "time records showing when the employee begins and ends each work period" and make those records available to any employee upon reasonable request. *Id.*

72. Plaintiff, through counsel, requested copies of his records kept in accordance with Labor Code §§ 226, 432, 1174, and 1198.5. These requests were made by certified mail to Defendant's registered agent for service of process as stated on Defendants' corporate disclosures on file with the California Secretary of State, as well as the location stated as Defendants' address as listed on Plaintiff's wage stubs.

73. Defendants refused to accept the requests and/or failed to respond and provide the records implicated by the requests within the statutorily set timeframe.

1 74. Upon information and belief, Defendants have a policy and practice of denying re-
2 quests for employee records to their current and former employees in California that violates La-
3 bor Code §§ 226, 432, 1174, and 1198.5 and the Wage Orders.

4 75. Labor Code § 226(f) and (h) sets forth that if an employer fails to permit a current
5 or former employee to inspect or copy records required to be kept under that section within 21
6 days of a request to inspect, that employer is liable to the employee for a penalty of \$750, and the
7 employee is entitled to bring an action for injunctive relief to enforce compliance and shall be
8 entitled to an award of costs and reasonable attorney's fees in doing so. Labor Code § 1198.5(k)
9 sets forth that if an employer fails to permit a current or former employee to inspect or copy
10 records relating to the employee's performance or to any grievance concerning the employee
11 within 30 days of a request to inspect, that employer is liable to the employee for a penalty of
12 \$750, and the employee is entitled to bring an action for injunctive relief to enforce compliance
13 and shall be entitled to an award of costs and reasonable attorney's fees in doing so.

14 **SIXTH CAUSE OF ACTION**

15 ***Labor Code §§ 202, 203, 204, and 210***

16 ***Failure to Pay Wages When Due***

17 **(Plaintiff and Class Against Defendant)**

18 76. Plaintiff repeats and incorporates by reference all the allegations of this Complaint
19 as though fully set forth herein.

20 77. Labor Code § 202 provides, in relevant part, that:

21 If an employee not having a written contract for a definite period quits his or
22 her employment, his or her wages³ shall become due and payable not later
23 than 72 hours thereafter, unless the employee has given 72 hours previous
24 notice of his or her intention to quit, in which case the employee is entitled
 to his or her wages at the time of quitting. Notwithstanding any other
 provision of law, an employee who quits without providing a 72-hour notice

25 ³ Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every
26 description, whether the amount is fixed or ascertained by the standard of time, task, piece, com-
27 mission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . .
28 if the labor to be paid for is performed personally by the person demanding payment." Addition-
 ally, in *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022), the California Supreme
 Court recently held that failure to pay premiums for violating the California Labor Code's meal
 and rest break provisions constitutes "wages" for purposes of waiting time penalties.

1 shall be entitled to receive payment by mail if he or she so requests and
2 designates a mailing address. The date of the mailing shall constitute the
3 date of payment for purposes of the requirement to provide payment within
4 72 hours of quitting.

5 78. Labor Code § 203 provides:

6 If an employer willfully fails to pay, without abatement or reduction, in
7 accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who
8 is discharged or who quits, the wages of the employee shall continue as a
9 penalty from the due date thereof at the same rate until paid or until an
10 action therefor is commenced; but the wages shall not continue for more
11 than 30 days.

12 79. Labor Code § 204 provides that all wages, other than those mentioned in Section
13 201 and 202, are due and payable twice during each calendar month, on days designated in
14 advance by the employer as regular paydays.

15 80. Failure to Timely Pay Wages Due. As set forth above, as a result of deficient
16 timekeeping practices and meal and rest period policies, Defendant failed to timely pay
17 minimum, regular, and overtime rate wages, as well as meal and rest period premiums, upon
18 regularly scheduled paydays.

19 81. Relief. Defendant's failure to pay Plaintiff and those Class Members wages on their
20 regularly scheduled paydays subjects Defendant to civil penalties in the amount of \$100 per
21 employee per initial violation and \$200 per employee for every subsequent violation of Labor
22 Code § 204 pursuant to Labor Code § 210.

23 82. Failure to Pay Upon Termination. Plaintiff and many Class Members have left
24 Defendant's employ during the class period. As discussed above, Defendant knowingly failed to
25 pay Plaintiff and Class Members all their earned wages upon termination. Instead, Defendants
26 willfully and intentionally refused to pay meal and/or rest period premiums and earned
27 minimum, regular, and overtime rate wages as alleged herein to Plaintiff and Class Members in
28 violation of Labor Code §§ 201 and 202.

83. Relief. Defendant's failure to pay Plaintiff and those Class Members who are no
longer employed by Defendant their wages earned and unpaid at the time of discharge, or within
seventy-two (72) hours of their leaving Defendant's employment, violates Labor Code §§ 201 and
202. Plaintiff and Class Members are therefore entitled to recover from Defendant the statutory

1 penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day
2 maximum penalty under Labor Code § 203.

3 **SEVENTH CAUSE OF ACTION**

4 ***Labor Code § 2802***

5 ***Failure to Reimburse Necessary Business Expenses***

6 **(Plaintiff and Class Against Defendant)**

7 84. Plaintiff repeats and incorporates by reference every allegation in this complaint as
8 if fully set forth herein.

9 85. Labor Code section 2802 provides that “[a]n employer shall indemnify his or his
10 employee for all necessary expenditures or losses incurred by the employee in direct consequence
11 of the discharge of his or his duties, or of his or his obedience to the directions of the employer.”
12 Lab. Code § 2802. The purpose of Labor Code section 2802 is to prevent employers from passing
13 off their cost of doing business and operating expenses on to their employees. *Cochran v.*
14 *Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

15 86. Defendant required Plaintiff and Class Members to use their personal cellular
16 telephones in the regular course of their employment, including but not limited to answering
17 telephone calls and text messages from supervisors or managers both while on the clock and off
18 the clock. Defendant further required Plaintiff and Class Members to utilize their personal
19 cellular telephones to clock in and out of work shifts, record time worked, receive work
20 assignments, communicate regarding scheduling, and perform other job-related tasks integral to
21 the performance of their duties. As a result, Plaintiff and Class Members were required to incur
22 necessary business expenses, including cellular service charges, data usage, and related costs.

23 87. Defendant failed to reimburse a reasonable portion of the Class Members’ cellphone
24 related expenses despite requiring the use of the device and/or applications that required a data
25 plan. *See Cochran*, 228 Cal. App. 4th at 1144 (“We hold that when employees must use their
26 personal cell phones for work related calls, Labor Code section 2802 requires the employer to
27 reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited
28 minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”).

1 88. Defendant further required Plaintiff and Class Members to utilize their personal
2 vehicles in the course and scope of their employment, including but not limited to traveling
3 between job sites, transporting work-related materials or equipment, attending required events
4 and work assignments at different locations, and otherwise driving for the benefit of Defendant.
5 Plaintiff and Class Members incurred necessary business expenses including gasoline, vehicle
6 maintenance, insurance, registration, depreciation, and other automobile-related costs as a direct
7 consequence of performing their job duties.

8 89. Defendant failed to reimburse Plaintiff and Class Members for mileage or other
9 vehicle-related expenses incurred in the discharge of their duties, or failed to reimburse such
10 expenses at a reasonable rate sufficient to cover the actual costs incurred. On information and
11 belief, Defendant maintained a policy and practice of requiring Plaintiff and Class Members to
12 bear the costs of operating their personal vehicles for Defendant's benefit without
13 reimbursement.

14 90. By unlawfully failing to reimburse Plaintiff and Class Members, Defendants are
15 liable for a reasonable portion of their incurred expenses, to be determined upon trial, plus
16 reasonable attorneys' fees and costs. Lab. Code § 2802.

17 **EIGHTH CAUSE OF ACTION**

18 ***Labor Code §§ 226(c) and 1198.5***

19 ***Failure to Provide Personnel Records***

20 **(Plaintiff and Class Against Defendant)**

21 91. Plaintiff repeats and incorporates by reference every allegation in this complaint as
22 if fully set forth herein.

23 92. At all relevant times to this Complaint, Defendant was an employer within the
24 meaning of the California Labor Code and employed Plaintiff and Class Members within the State
25 of California.

26 93. California Labor Code § 226 (b)-(c) states, "An employer that is required by this
27 code or any regulation adopted pursuant to this code to keep the information required by
28 subdivision (a) shall afford current and former employees the right to inspect or receive a copy of

1 records pertaining to their employment, upon reasonable request to the employer. The employer
2 may take reasonable steps to ensure the identity of a current or former employee. If the employer
3 provides copies of the records, the actual cost of reproduction may be charged to the current or
4 former employee. An employer who receives a written or oral request to inspect or receive a copy
5 of records pursuant to subdivision (b) pertaining to a current or former employee shall comply
6 with the request as soon as practicable, but no later than 21 calendar days from the date of the
7 request. A violation of this subdivision is an infraction. Impossibility of performance, not caused
8 by or a result of a violation of law, shall be an affirmative defense for an employer in any action
9 alleging a violation of this subdivision. An employer may designate the person to whom a request
10 under this subdivision will be made.”

11 94. California Labor Code § 1198.5(a) states, “Every current and former employee, or
12 his or her representative, has the right to inspect and receive a copy of the personnel records that
13 the employer maintains relating to the employee’s performance or to any grievance concerning
14 the employee.”

15 95. California Labor Code § 1198.5(b)(1) states, in pertinent part, “The employer shall
16 make the contents of those personnel records available for inspection to the current or former
17 employee, or his or her representative...not later than 30 calendar days from the date the
18 employer receives a written request[.]”

19 96. “A failure by an employer to permit a current or former employee to inspect or
20 receive a copy of records within the time set forth in subdivision (c) entitles the current or former
21 employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty
22 from the employer.” California Labor Code § 226(f).

23 97. “If an employer fails to permit a current or former employee, or his or her
24 representative, to inspect or copy personnel records within the times specified in this section, or
25 times agreed to by mutual agreement as provided in this section, the current or former employee
26 or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the
27 employer.” California Labor Code § 1198.5(k).

28 98. Plaintiff requested copies of records maintained by Defendant pertaining to his

1 employment, including but not limited to: (a) Plaintiff's entire, unmodified personnel file,
2 including files maintained locally or at any corporate office; (b) all personnel documents signed
3 by Plaintiff; and (c) all documents comprising payroll records, including but not limited to pay
4 stubs, time sheets, timecards, and/or commission or incentive plan production records (the
5 "Records Request"). On September 2, 2025, Plaintiff's Record Request was sent to Defendant via
6 U.S. Certified Mail to their principal and mailing address located at 1777 Monte Vista Ave.,
7 Claremont, CA 91711, as published on the California Secretary of State website
8 (<https://bizfileonline.sos.ca.gov/search/business>).

9 99. On information and belief, Defendant has maintained a policy and practice of
10 failing to timely respond to employee requests for payroll records, wage statements, and
11 personnel file documents within the deadlines mandated by Labor Code §§ 226(c) and 1198.5.

12 100. Defendant failed to provide Plaintiff's payroll records and wage statements within
13 21 calendar days of his request. Defendant also failed to provide Plaintiff's personnel records
14 within 30 calendar days of his request.

15 101. Defendant's policies and practices are in violation of Labor Code §§ 226(c), 226(f),
16 1198.5 (a), and 1198.5 (b)(1). Plaintiff and Class Members are entitled to recover statutory
17 penalties of seven hundred fifty dollars (\$750) per violation, reasonable attorneys' fees and costs,
18 and injunctive relief pursuant to Labor Code §§ 226(c), 226(f), and 1198.5(k)–(l).

19 **NINTH CAUSE OF ACTION**

20 ***California Business & Professions Code §§ 17200, et seq.***

21 ***Unlawful Business Practices***

22 **(Plaintiff and Class Against Defendant)**

23 102. Plaintiff repeats and incorporates by reference all the allegations of this Complaint
24 as though fully set forth herein.

25 103. Each Defendant is a "person" as defined by California Business & Professions Code
26 § 17201, as it is a natural person, corporation, firm, partnership, joint stock company, and/or
27 association.

28 104. Unlawful Business Practices. Defendant's knowing violations of provisions of the

1 Labor Code and IWC Wage Order No. 5-2001 constitute unlawful business practices as set forth
2 in Business & Professions Code § 17200, *et seq.*

3 105. Defendant's failure to abide by the laws discussed herein provided Defendant with
4 an unfair advantage over their competitors at the expense of their workers. Instead, Defendant
5 cut corners in pursuit of higher profits and at the expense of employees' well-being. Defendant's
6 actions thereby constitute an unfair, fraudulent, and/or unlawful business practice under
7 Business & Professions Code § 17200, *et seq.*

8 106. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to
9 stop Defendant's willful and ongoing misconduct, and to seek restitution of the amounts
10 Defendants withheld through the unfair, unlawful, and fraudulent business practices described
11 herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California
12 Code of Civil Procedure § 1021.5.

13 **DEMAND FOR JURY TRIAL**

14 Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on
15 all issues so triable.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff respectfully prays judgment as follows:

18 A. For an Order:

19 a. Certifying the Class;

20 b. Appointing Plaintiff as representative of the Class;

21 c. Appointing Plaintiff's counsel as Class Counsel;

22 B. For actual and liquidated damages according to proof at trial;

23 C. For statutory and civil penalties and special damages, according to proof at trial;

24 D. For pre- and post-judgment interest on monetary damages;

25 E. For preliminary and permanent injunctive relief;

26 F. For reasonable attorneys' fees and costs and expert fees and costs as allowed by law;
27 and

28 G. For such other relief as this Court deems just and proper.

1 Dated: April 21, 2026

Respectfully submitted,

KING & SIEGEL LLP

3
4 By: 
5 Elliot J. Siegel, Esq.
6 Melissa R. Rinehart, Esq.
7 Attorneys for Plaintiff and the Putative Class