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Attorneys for Plaintiff

RUSSELL MILLER,

individually and on behalf of similarly situated and aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

RUSSELL MILLER, individually and on
behalf of similarly situated and aggrieved
employees,

Plaintiff,

v.

GUARDIAN FLIGHT, LLC, a limited
liability Delaware company; **GLOBAL
MEDICAL RESPONSE, INC.**, a Delaware
corporation; **GMR EMERGENCY FIXED-
WING GROUP**, a business entity of unknown
form; and **DOES 1- 50**, inclusive,

Defendants.

CASE NO.: CGC-26-636030

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194, 1197, 1198);**
2. **Failure to Pay Overtime Wages (Cal. Labor Code §§ 510, 1194, 1198);**
3. **Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);**
4. **Failure to Provide Rest Periods (Cal. Labor Code § 226.7);**
5. **Failure to Furnish Timely and Accurate Wage Statements (Cal. Labor Code § 226);**
6. **Failure to Pay All Compensation Due Upon Discharge (Cal. Labor Code §§201, 202, and 203);**

**ELECTRONICALLY
FILED**

*Superior Court of California,
County of San Francisco*

07/27/2026
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

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7. **Failure to Reimburse for Business Expenses (Cal. Labor Code section § 2802);**
 8. **Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*)**
 9. **Private Attorneys General Act (Cal. Labor Code §§2698, *et seq.*)**

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff Russell Miller ("Plaintiff"), on behalf of Plaintiff and similarly situated employees, hereby submits this Complaint against Defendant GUARDIAN FLIGHT, LLC ("Guardian Flight"), a limited liability Delaware company doing business in California; Defendant GLOBAL MEDICAL RESPONSE, INC. ("GMR"), a Delaware corporation doing business in California; Defendant GMR EMERGENCY FIXED-WING GROUP ("GMR Fixed-Wing"), a business entity of unknown form; and DOES 1 through 50, inclusive (collectively, "Defendants") and each of them, and alleges as follows:

2. This is a class action under California Code of Civil Procedure § 382 seeking damages for unpaid wages, failure to provide accurate itemized wage statements, penalties, interest, and other equitable relief, and reasonable attorneys' fees and costs under Cal. Labor Code ("Labor Code") §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, 2802, applicable IWC Wage Orders, Cal. Civ. Proc. Code § 1021.5, restitution under California's Unfair Competition Law ("UCL"), Business & Professions Code §§ 17200 *et seq.*, and civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code §§ 2698 *et seq.*

3. Plaintiff brings this action on behalf of all other similarly situated individuals – ***all non-exempt employees currently and formerly employed by Defendants*** ("Class Members") – in the State of California from four years prior to the filing of this Complaint through to the trial date ("Class Period"). Defendants' violations of California's wage and hours laws and unfair competition laws, as described more fully below, have been ongoing for at least the past four years, and are continuing at present.

1 4. During the Class Period, Plaintiff and Class Members were non-exempt employees
2 as defined under the Labor Code and were entitled to receive all wages owed for all hours worked,
3 including pre-shift and post-shift work, accurate calculation of overtime compensation, regular
4 meal and rest breaks or premium pay for missed breaks, accurate itemized wage statements, timely
5 payment of all wages upon discharge, and reimbursement for necessary business expenses.

6 5. Defendants systematically failed to pay Plaintiff and Class Members for all hours
7 worked by requiring employees to perform compensable work off the clock, including pre-shift
8 and post-shift duties such as briefings with outgoing crew, pass-downs, aircraft checks, and
9 weather reviews, while prohibiting employees from clocking in early. Defendants further failed to
10 accurately calculate overtime wages by excluding incentive pay and differential pay from the
11 regular rate of compensation. Defendants also failed to authorize and permit required meal periods
12 and rest periods in violation of applicable IWC Wage Orders and Labor Code provisions.

13 6. In particular, during the one-year period prior to the filing of this Complaint through
14 to the trial date ("Wage Statement Class Period"), Defendants knowingly and intentionally failed
15 to provide Class Members with accurate itemized wage statements ("Wage Statement Subclass"),
16 in violation of Labor Code § 226(a). Defendants did so by providing wage statements with
17 inaccurate payment amounts, owing to the failure to pay all wages for all hours worked, the failure
18 to accurately calculate overtime compensation, and the failure to pay meal and rest break
19 premiums.

20 7. In addition, this action is brought on behalf of a subclass comprised of Plaintiff and
21 Class Members formerly employed by Defendants ("Waiting Time Penalty Subclass Members").
22 During the "Waiting Time Penalty Subclass Period" - designated as three years prior to the filing
23 of the Complaint through to the trial date - Defendants failed to pay all compensation due and
24 owing to Waiting Time Penalty Subclass Members upon discharge from employment in violation
25 of Labor Code §§ 201-203.

26 8. As a result of the above Labor Code violations, Defendants committed unfair,
27 unlawful, and fraudulent business practices, in violation of the UCL.

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THE PARTIES

9. Plaintiff Russell Miller was a resident of California at all times relevant to this action and a non-exempt employee of Defendants within the meaning of the Labor Code. Plaintiff was employed by Defendants from approximately November 2023 through February 2026 as a Fixed Wing Pilot and performed work in California.

10. Defendant GUARDIAN FLIGHT, LLC is a limited liability Delaware company that at all times relevant hereto, did business and employed individuals in the State of California. Defendant Guardian Flight operates as part of Global Medical Response and provides air ambulance and emergency fixed-wing medical transport services. Guardian Flight operates as a brand within the Global Medical Response family of companies, which includes entities transacting business in San Francisco County, including but not limited to American Medical Response ("AMR") and CALSTAR/REACH.

11. Defendant GLOBAL MEDICAL RESPONSE, INC. ("GMR") is a Delaware corporation that at all times relevant hereto, did business and employed individuals in the State of California, and is subject to the jurisdiction of this Court. GMR operates an integrated national enterprise of emergency medical and air transport companies, which it describes as its "family of companies" and "solutions," including but not limited to Guardian Flight, LLC; AMR; and CALSTAR/REACH. GMR's affiliated brand AMR maintains operations at 1300 Illinois Street, San Francisco, California 94107, where it provides emergency medical transport services for San Francisco and the greater Bay Area. GMR's affiliated brand CALSTAR/REACH maintains operations at UCSF Benioff Children's Hospital, 1845 4th Street, San Francisco, California 94158, where it provides aircraft, pilot, and maintenance technician services. Through these affiliated operations, GMR transacts substantial business within the County of San Francisco.

12. Defendant GMR EMERGENCY FIXED-WING GROUP ("GMR Fixed-Wing") is a business entity of unknown form operating as a division or subsidiary of Global Medical Response, Inc. At all times relevant hereto, GMR Fixed-Wing's Chief Operating Officer, Chris Burns, exercised direct authority over Plaintiff's employment. As a division of GMR, GMR Emergency Fixed-Wing Group benefits from and operates as part of the same enterprise that

conducts business in the County of San Francisco through GMR's affiliated brands, including AMR and CALSTAR/REACH. Upon information and belief, GMR Emergency Fixed-Wing Group did business and employed individuals in the State of California, and is subject to the jurisdiction of this Court.

13. Defendants are Plaintiff's employer within the meaning of the Labor Code and is therefore subject to the jurisdiction of this Court.

14. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employment, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants. Plaintiff is further informed and believes, and based thereupon alleges, that Defendant Guardian Flight is a subsidiary of, alter ego of, and/or jointly employed Plaintiff with Defendant GMR and related entities, including but not limited to Defendant GMR Fixed-Wing, and that said entities exercised substantial control over Plaintiff's employment through shared payroll, human resources, management, and operational functions.

15. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged hereinafter.

16. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least

1 in part within the course and scope of said agency, employment, conspiracy, joint employment,
2 alter ego status, and/or joint venture and with the permission and consent of each of the other
3 Defendants.

4 17. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
5 and each of them, including those Defendants named DOES 1-50, acted in concert with one
6 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or
7 coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is
8 further informed and believes, and based thereupon alleges, that the Defendants, and each of them,
9 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common
10 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts
11 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing
12 Plaintiff harm.

13 18. Whenever and wherever reference is made in this Complaint to any act or failure
14 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
15 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

16 **JURISDICTION**

17 19. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor
18 Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, 2802, applicable IWC Wage
19 Orders, PAGA statutes Labor Code §§ 2698 et seq., and the UCL, Bus. & Prof. Code §§ 17200 et
20 seq.

21 20. The amount in controversy for Plaintiff's individual claims, including claims for
22 civil penalties and pro rata share of attorneys' fees, is less than seventy-five thousand dollars
23 (\$75,000).

24 **VENUE**

25 21. Venue is proper in the County of San Francisco pursuant to Cal. Civ. Proc. Code
26 §§ 395(a) and 395.5. Defendant GMR transacts business within the County of San Francisco
27 through its affiliated operating brands and family of companies, including AMR, which maintains
28 operations at 1300 Illinois Street, San Francisco, California 94107, providing emergency medical

transport services for San Francisco and the greater Bay Area; and CALSTAR/REACH, which maintains operations at UCSF Benioff Children's Hospital, 1845 4th Street, San Francisco, California 94158, providing aircraft, pilot, and maintenance technician services. As GMR describes these entities on its own official materials, they are GMR's "solutions" and part of its "family of companies" — operating under common ownership, shared branding, and integrated management with all other Defendants. Because Defendant GMR transacts substantial business in the County of San Francisco through these operations, venue is proper here as to all Defendants.

ALTER EGO, AGENCY, JOINT EMPLOYER, LABOR CODE § 558.1

22. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and separateness of Defendants have ceased to exist.

23. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as Defendants, including, but not limited to because:

a. Defendants Guardian Flight, GMR, and GMR Fixed-Wing are completely dominated and controlled by DOES 1-50, who personally violated the laws as set forth in this complaint, and who have hidden and currently hid behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable purpose.

b. Defendants Guardian Flight, GMR, and GMR Fixed-Wing are completely dominated and controlled by DOES 1-50, who personally violated the laws as set forth in this complaint, and who have hidden and currently hid behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable purpose.

c. DOES 1 through 50 derive actual and significant monetary benefits by and through Defendants Guardian Flight, GMR, and GMR Fixed-Wing's unlawful conduct, and by using Defendants Guardian Flight, GMR, and GMR Fixed-Wing as the funding source for their own personal expenditures.

d. Plaintiff is informed and believes that Defendants Guardian Flight, GMR, and GMR FIXED-WING and DOES 1-50, while really one and the same, were segregated to

1 appear as though separate and distinct for purposes of circumventing a statute or accomplishing
2 some other wrongful or inequitable purpose.

3 e. Plaintiff is informed and believes that Defendants do not comply with all
4 requisite corporate formalities to maintain a legal and separate corporate existence.

5 f. Plaintiff is informed and believes, and based thereon alleges, that the
6 business affairs of Defendants Guardian Flight, GMR, and GMR Fixed-Wing and DOES 1-50
7 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be
8 segregated, and the same are in inextricable confusion. Defendants Guardian Flight, GMR, and
9 GMR Fixed-Wing, and at all times relevant hereto was, used by DOES 1-50 as a mere shell and
10 conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of DOES
11 1-50. The recognition of the separate existence of Defendants would not promote justice, in that
12 it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the
13 Government Code, Labor Code, and other statutory violations. The corporate existence of
14 Defendants Guardian Flight, GMR, and GMR Fixed-Wing and DOES 1-50 should be disregarded
15 in equity and for the ends of justice because such disregard is necessary to avoid fraud and
16 injustice to Plaintiff herein.

17 g. Accordingly, Defendant constitute the alter ego of DOES 1-50, and the
18 fiction of their separate corporate existence must be disregarded.

19 24. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
20 thereon alleges that Defendant and DOES 1-50 are Plaintiff's joint employers by virtue of a joint
21 enterprise, and that Plaintiff was an employee of Defendants and DOES 1-50. Plaintiff performed
22 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
23 Defendants shared control of Plaintiff as an employee, either directly or indirectly, in the manner
24 in which Defendants' business was and is conducted.

25 25. Plaintiff is informed and believes that DOES 1-50 were the actual employers and/or
26 "person[s] acting on behalf of the employer" within the meaning of Labor Code section 558.1.

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1 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

2 26. Defendants operate an integrated air ambulance and emergency medical transport
3 enterprise under the Global Medical Response umbrella. Guardian Flight, LLC operates as "A
4 Global Medical Response Solution," providing fixed-wing emergency medical transport services.
5 GMR, the parent company, combines multiple air medical brands with nearly 35,000 employees,
6 including Seven Bar and Guardian Flight. GMR publicly refers to these entities as its "solutions,"
7 its "brands," its "operating companies," and its "family of companies." Within San Francisco
8 County, GMR operates through affiliated brands including AMR and CALSTAR/REACH. Upon
9 information and belief, the same integrated employment, payroll, HR, and operational
10 infrastructure that governed Plaintiff's employment at Guardian Flight is used across these GMR
11 brands, including those operating in San Francisco County. GMR Emergency Fixed-Wing Group
12 serves as the operational group overseeing Guardian Flight's fixed-wing aviation training and flight
13 operations. All Defendants collectively employed Plaintiff and Class Members in California
14 during the Class Period.

15 27. Throughout the Class Period, Plaintiff and Class Members served in
16 nonmanagerial, non-supervisory roles as Fixed Wing Pilots and in other non-exempt positions
17 where they neither had supervisory responsibilities nor had discretion over the projects, work, or
18 hours they worked. As such, Plaintiff and Class Members were non-exempt employees and were
19 paid accordingly on an hourly basis.

20 28. Despite being non-exempt hourly employees, Plaintiff and the Class Members were
21 not afforded legally compliant meal or rest breaks. Defendants also did not provide premium pay
22 for missed meal and rest breaks.

23 29. In addition, Defendants failed to pay Plaintiff and the Class Members wages for all
24 hours worked, including by requiring Plaintiff and the Class Members to complete work off the
25 clock and otherwise denying Plaintiff and the Class Members payment for all hours worked.
26 Specifically, Defendants required Plaintiff and Class Members to perform pre-shift duties before
27 clocking in, including conducting briefings with outgoing crew, completing pass-downs,
28 performing plane and aircraft checks, and reviewing weather conditions. Defendants similarly

required Plaintiff and Class Members to perform post-shift duties after clocking out, including handoffs and debriefings with incoming crew.

30. Defendants maintained a strict timekeeping policy that prohibited Plaintiff and Class Members from clocking in early for their shifts. This policy forced Plaintiff and Class Members to perform the required pre-shift and post-shift work described above without compensation, as Defendants did not permit employees to record this time as compensable hours worked.

31. Moreover, Defendants failed to pay Plaintiff and the Class Members overtime wages properly calculated at the correct regular rate of pay. Defendants paid overtime hours but systematically excluded nondiscretionary incentive pay and differential pay from the regular rate of pay used to calculate overtime compensation. These excluded payments included Salary Incentive Pay, Hangar Differential, Early Call Pay, and Pilot Workover pay, all of which should have been included in the regular rate for purposes of calculating overtime pay at one and one-half times the regular rate. Defendants also failed to pay double time to Plaintiff and the Class Members on days in which they worked in excess of twelve hours.

32. Plaintiff's and the Class Members' wage statements confirm that they were not paid premiums for their missed meal and rest breaks, which itself made the statements inaccurate because the statements did not accurately reflect all wages owed to Plaintiff and Class Members under California law. The wage statements also failed to reflect payment for off-the-clock work and failed to reflect proper overtime calculations. Instead, these wage statements reflect routine, repeated, and deliberate violations of California labor laws.

33. Plaintiff's and the Class Members' wage statements confirm that they were not paid premiums for their missed meal and rest breaks, which itself made the statements inaccurate because the statements did not accurately reflect all wages owed to Plaintiff and Class Members under California law. Instead, these wage statements also reflect routine, repeated, and deliberate violations of California labor laws.

34. Failure to Pay Overtime: Plaintiff's and the Class Members' wage statements show individual days in which they worked in excess of eight hours, and weeks in which they worked

1 in excess of 40 hours. But every day was paid at the “regular pay” rate with no overtime paid.
2 Plaintiff’s and the Class Members’ wage statements regularly failed to reflect payment owed to
3 them for overtime hours worked.

4 35. Failure to Pay Premium for Missed Meal and Rest Breaks: Nowhere on Plaintiff’s
5 or the Class Members’ wage statements is there any reflection of premium pay for missed meal
6 and rest breaks, despite Defendants denying Class Members the opportunity to take such meal and
7 rest breaks as required by California law.

8 36. Off the Clock Work: Nowhere on Plaintiff’s or the Class Members’ wage
9 statements is there any reflection for payment of work completed before clocking in or after
10 clocking out, as required by Defendants.

11 **CLASS ACTION ALLEGATIONS**

12 37. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf
13 of the Class and Waiting Time Penalty Subclass. Upon information and belief, the members of the
14 Class and Waiting Time Penalty Subclass are so numerous that joinder of all members is
15 impractical.

16 38. Plaintiff’s claims are typical of the claims of the members of the Class and Waiting
17 Time Penalty Subclass because Plaintiff was an employee of Defendants who was (a) not paid for
18 all hours worked, including for required off the clock work; (b) not paid any premium overtime
19 pay for the duration of Plaintiff’s employment with Defendants; (c) was not paid a premium rate
20 for denied meal and rest breaks for the duration of Plaintiff’s employment with Defendants; (d)
21 was provided with inaccurate wage statements which provided inaccurate sums of money to be
22 paid to Plaintiff; and (e) was not paid all wages due at termination.

23 39. Plaintiff will fairly and adequately represent the interests of the Class and Waiting
24 Time Penalty Subclass. Plaintiff has no conflict of interest with any member of the Class and
25 Waiting Time Penalty Subclass. Plaintiff has retained competent and experienced counsel in
26 complex class action litigation. Plaintiff’s counsel has the expertise and financial resources to
27 adequately represent the interests of the Class and Waiting Time Penalty Subclass.
28

1 40. Common questions of law and fact exist as to all members of the Class and the
2 Waiting Time Penalty Subclass and predominate over any questions solely affecting individual
3 members of the Class and Subclass.

4 41. Class action treatment is superior to any alternative to ensure the fair and efficient
5 adjudication of the controversy alleged herein. Such treatment will permit a large number of
6 similarly situated persons to prosecute their common claims in a single forum simultaneously,
7 efficiently, and without duplication of effort and expense that numerous individual actions would
8 entail. No difficulties are likely to be encountered in the management of this class action that would
9 preclude its maintenance as a class action, and no superior alternative exists for the fair and
10 efficient adjudication of this controversy. Class Members are readily identifiable from Defendants'
11 employee rosters and/or payroll records.

12 42. Defendants' actions are generally applicable to the entire Class. Prosecution of
13 separate actions by individual members of each Class creates the risk of inconsistent or varying
14 adjudications of the issues presented herein, which, in turn, would establish incompatible standards
15 of conduct for Defendants.

16 43. Because joinder of all members is impractical, a class action is superior to other
17 available methods for the fair and efficient adjudication of this controversy. Furthermore, the
18 amounts at stake for many members of each Class, while substantial, may not be sufficient to
19 enable them to maintain separate suits against Defendants.

20 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

21 **FAILURE TO PAY WAGES FOR ALL HOURS WORKED**

22 *[California Labor Code §§ 1194, 1197, 1198 and IWC Wage Orders]*

23 44. Plaintiff re-alleges each and every paragraph of this Complaint as though fully set
24 forth.

25 45. California Labor Code §§ 1194, 1197, 1198 and applicable Wage Orders entitle
26 non-exempt employees to be paid for all hours worked. All hours must be paid at the statutory or
27 agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.
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1 Additionally, Defendants are required to abide by the maximum hours of work and the standard
2 conditions for individuals in Plaintiff and Class member's position.

3 46. During the relevant time period, Plaintiff and Class Members were not paid all
4 wages owed when Defendants did not pay minimum wage for all hours worked. Additionally,
5 Defendants required Plaintiff and Class Members to work more than the maximum hours of work
6 and in the standard conditions of their employment.

7 47. As a result of these violations, Defendants is liable for unpaid wages, interest
8 thereon, and attorneys' fees and costs.

9 48. Plaintiff and Class Members also request relief as described below.

10 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

11 **FAILURE TO PAY OVERTIME WAGES**

12 [*California Labor Code §§ 510, 1194 and IWC Wage Orders*]

13 49. Plaintiff re-alleges each and every paragraph of this Complaint as though fully set
14 forth.

15 50. Pursuant to Labor Code sections 510, 1194 and IWC Wage Orders, Defendants are
16 required to compensate non-exempt employees for all overtime, which is calculated at one and
17 one-half (1 1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours per
18 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
19 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
20 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
21 any workweek.

22 51. Plaintiff and Class Members are current and former non-exempt employees entitled
23 to the protections of Labor Code sections 510, 1194 and IWC Wage Orders. Defendants failed to
24 compensate Plaintiff and Class Members for all overtime hours worked as required under the
25 foregoing provisions by, among other things: failing to pay overtime at one and one-half (1 1/2)
26 times the regular rate of pay for work performed in excess of eight (8) hours in a workday, and/or
27 forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday;
28 and failing to pay overtime at double the regular rate of pay for work performed in excess of 12

hours in a workday, and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

52. Plaintiff and members of the Class Members worked in excess of eight hours per day and in excess of forty hours per week, and Defendants unlawfully failed to pay Plaintiff and Class Members the proper overtime compensation.

53. As a result of these violations, Defendants are liable for unpaid overtime wages, interest thereon, and attorneys' fees and costs.

54. Plaintiff and Class Members also request relief as described below.

THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE MEAL PERIODS

[California Labor Code §§ 512 and 226.7]

55. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

56. As part of Defendants' unlawful scheme, Defendants failed to provide Plaintiff and Class Members with a full, 30-minute meal period free of all duties pursuant to Labor Code Sections 226.7, 512 and IWC Wage Orders. Defendants further failed to provide a second meal period to employees working more than ten (10) hours in a workday. Plaintiff and Class Members worked in excess of five hours a day without being provided at least half hour meal periods in which they were relieved of their duties, as required by Labor Code §§ 226.7 and 512 and applicable Wage Orders. *See Brinker Restaurant Corp., et al. v. Superior Court* (2012) 53 Cal.4th 1004, 1040-41 ("The employer satisfies this obligation if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute period, and does not impede or discourage them from doing so . . . [A] first meal period [is required] no later than the end of an employee's fifth hour of work, and a second meal period [is required] no later than the end of an employee's 10th hour of work.").

57. Defendants violated Labor Code sections 226.7, 510, 1194, 1197, and IWC Wage Orders by failing to compensate Plaintiff and Class Members for all hours worked during their meal periods.

1 58. As a proximate result of the violations, Plaintiff and Class Members have been
2 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
3 Sections 226.7, 510, 1194, 1197, and other applicable provisions under the Labor Code and IWC
4 Wage Orders, Plaintiff and Class Members are entitled to recover all wages earned and due, plus
5 interest, penalties, attorney's fees, expenses, and costs of suit.

6 59. Plaintiff and Class Members also request relief as described below.

7 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

8 **FAILURE TO PROVIDE REST PERIODS**

9 [*California Labor Code §226.7*]

10 60. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

11 61. Defendants failed to provide the rest periods that are required by applicable Wage
12 Orders. *See Brinker*, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest for shifts
13 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to
14 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

15 62. Defendants violated Labor Code sections 226.7 and 512, and IWC Wage Orders by
16 failing to provide Plaintiff and Class Members required rest periods.

17 63. Defendants violated California Labor Code section 226.7 and IWC Wage Orders
18 by failing to pay Plaintiff and Class Members who were not provided with a rest period, one
19 additional hour of compensation at each employee's regular rate of pay for each workday that a
20 rest period was not provided.

21 64. As a proximate result of the violations, Plaintiff and Class Members have been
22 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
23 sections 226.7, 512, and other applicable provisions under the Labor Code and IWC Wage Orders,
24 Plaintiff and Class Members are entitled to recover all wages earned and due, plus interest,
25 penalties, attorney's fees, expenses, and costs of suit.

26 65. Plaintiff and Class Members also request relief as described below.

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FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

**FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE
STATEMENTS**

[California Labor Code § 226.7 and applicable Wage Order]

66. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

67. In violation of Labor Code § 226(a), Defendants did not provide Plaintiff or Class Members with accurate itemized wage statements in writing showing: (1) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked by each respective individual; (2) number of hours worked; (3) gross wages earned; (4) net wages earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the employee identification or social security number; and, (8) the name and address of the legal entity that is the employer.

68. As a result of Defendants' failure to provide accurate itemized wages statements, Plaintiff and Class Members suffered actual damages and harm by being unable to determine their applicable hourly rate for each pay period, which prevented them from becoming aware of these violations and asserting their statutory protections under California law.

69. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a) on each and every wage statement provided to Plaintiff and Class and Subclass Members.

70. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

71. Plaintiff and Class Members are entitled to an award of costs and reasonable attorneys' fees under Labor Code § 226(h).

72. Plaintiff and Class Members also requests relief as described below.

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1 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **FAILURE TO PAY ALL COMPENSATION DUE UPON DISCHARGE**

3 [*California Labor Code §§ 201, 202, and 203*]

4 73. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

5 74. Pursuant to Labor Code sections 201, 202, and 203, Defendant is required to pay
6 all earned and unpaid wages to an employee who is discharged. Labor Code section 201 mandates
7 that if an employer discharges an employee, the employee's wages accrued and unpaid at the time
8 of discharge are due and payable immediately.

9 75. Pursuant to Labor Code section 202, Defendants are required to pay all accrued
10 wages due to an employee no later than 72 hours after the employee quits his or her employment,
11 unless the employee provided 72 hours previous notice of his or her intention to quit, in which
12 case the employee is entitled to his or her wages at the time of quitting.

13 76. Labor Code section 203 provides that if an employer willfully fails to timely pay
14 wages of an employee who is discharged or who quits, in accordance with Labor Code sections
15 201 and 202, the employer is liable for waiting time penalties in the form of continued
16 compensation to the employee at the same rate for up to 30 workdays.

17 77. Defendants have willfully failed to pay accrued wages and other compensation to
18 Plaintiff in accordance with Labor Code sections 201 and 202.

19 78. As a proximate result of the aforementioned violations, Plaintiff has been damaged
20 in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections
21 201, 202, 203, 1194, and other applicable provisions under the Labor Code and IWC Wage Orders,
22 Plaintiff is entitled to recover all wages earned and due, plus interest, penalties, attorney's fees,
23 expenses, and costs of suit.

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1 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

3 *[Cal. Labor Code §2802]*

4 79. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

5 80. California Labor Code § 2802 requires employers to reimburse employees for all
6 reasonable business expenses incurred by employees as a condition of employment.

7 81. Plaintiff and Class Members were required to pay for work-related expenses (*e.g.*
8 cell phone usage), and they incurred expenses as a result. Defendants unlawfully refused to
9 reimburse Plaintiff and Class Members for these expenses

10 82. As a result of these violations, Defendants are liable for damages related to these
11 unreimbursed expenses.

12 83. Plaintiff and Class Members also request relief as described below.

13 **EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

14 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND**
15 **PROFESSIONS CODE**

16 *[Bus. & Prof. Code §§ 17200 et seq.]*

17 84. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

18 85. Plaintiff brings this cause of action individually and as a representative of all others
19 subject to Defendants' unlawful acts and practices.

20 86. Business and Professions Code § 17200 prohibits unfair competition in the form of
21 any unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204
22 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a
23 civil action for violation of the Unfair Competition Law.

24 87. Defendants committed unlawful, unfair, and/or fraudulent business acts and
25 practices as defined by Business and Professions Code § 17200 by failing to pay overtime wages.

26 88. The above-described unlawful actions of Defendants constitute false, unfair,
27 fraudulent and/or deceptive business practices, within the meaning of Business and Professions
28 Code § 17200, et seq.

1 89. As a result of its unlawful acts, Defendants reaped unfair benefits and illegal profits
2 at the expense of Plaintiff and the Class that Plaintiff seeks to represent. Defendants should be
3 enjoined from this activity, caused to specifically perform its obligations, and made to disgorge
4 these ill-gotten gains and pay restitution to Plaintiff and the members of the Class including, but
5 not limited to, restitution of all unpaid wages, plus interest, as well as attorneys’ fees and costs.

6 90. Plaintiff and Class Members also request relief as described below.

7 **NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**
8 **REPRESENTATIVE ACTION FOR CIVIL PENALTIES UNDER THE PRIVATE**
9 **ATTORNEYS GENERAL ACT**

10 *(Cal. Lab. Code §§ 2698-2699.5, et seq.)*

11 91. Plaintiff incorporates herein by specific reference as through fully set forth the
12 allegations in all preceding paragraphs, with exception of the allegations in Paragraphs 34 through
13 40.

14 92. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code
15 § 2699(c) and is a proper representative to bring a civil action on behalf of himself and other
16 current and former employees of Defendants pursuant to the procedures specified in California
17 Labor Code § 2699.3, because Plaintiff was employed by Defendants and the alleged violations of
18 the California Labor Code were committed against Plaintiff and other aggrieved employees.

19 93. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
20 Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to
21 penalties under California Labor Code §§ 2698, 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, and
22 1199, and IWC Wage Orders, from Defendants in a representative action for violations set forth
23 above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226,
24 226.2, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. Plaintiff is also entitled to an award of
25 reasonable attorney’s fees and costs pursuant to California Labor Code §§ 2699(g)(1).

26 94. As required by law, Plaintiff sent a letter, by certified mail, return receipt requested,
27 to the Labor & Workforce Development Agency (“LWDA”) and Defendants setting forth the facts
28 and theories of the violations alleged against Defendants as prescribed by Labor Code § 2698, *et*

1 *seq.*

2 95. Plaintiff's LWDA PAGA Notice was duly submitted last April 16, 2026, and
3 docketed as LWDA-CM-1171023-26.

4 96. Plaintiff has complied with all of the requirements set forth in California Labor
5 Code § 2699.3 to commence a representative action under PAGA.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiff, individually and on behalf of the proposed Class and Subclass
8 prays for judgment against Defendants, and each of them, in an amount according to proof, as
9 follows:

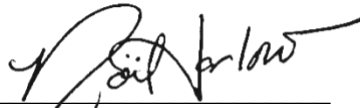
- 10 1. Certification of Plaintiff's non-PAGA claims as a class action, pursuant to Cal.
11 Code of Civ. Pro. Section 382, on behalf of the proposed class, Wage Statement
12 Subclass, and Waiting Time Penalty Subclass;
- 13 2. For restitution of all monies due to Plaintiff and Class Members, as well as
14 disgorged profits from Defendants' unfair and unlawful business practices;
- 15 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
16 and IWC Wage Orders;
- 17 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 18 5. For preliminary and permanent injunctive relief enjoining Defendant from violating
19 the relevant provisions of the California Labor Code and the IWC Wage Orders,
20 and from engaging in the unlawful business practices complained of herein;
- 21 6. For statutory and civil penalties according to proof, including but not limited to all
22 penalties authorized by the California Labor Code §§ 203 and 226 (e);
- 23 7. For interest on the unpaid wages at 10% per annum pursuant to California Labor
24 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other
25 applicable provision providing for pre-judgment interest;
- 26 8. For reasonable attorneys' fees and costs pursuant to California Labor Code
27 §§ 1194, 2802, Civil Code § 1021.5, and any other applicable provisions providing
28 for attorneys' fees and costs;

1 9. For all such other and further relief that the court may deem just and proper.

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4 Respectfully Submitted,

5 DATED: July 27, 2026

LABOR LAW PC

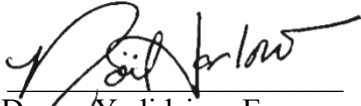
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7
8 By: 
9 _____
10 Danny Yadidsion, Esq.
11 Noël Harlow, Esq.
12 Attorneys for Plaintiff
13 **RUSSELL MILLER,**
14 individually and on behalf of similarly
15 situated employees
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DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a jury trial of all causes of action and claims with respect to which Plaintiff has a right to jury trial.

DATED: July 27, 2026

LABOR LAW PC

By: 
Danny Yadidsion, Esq.
Noel Harlow, Esq.
Attorneys for Plaintiff
RUSSELL MILLER,
individually and on behalf of similarly
situated and aggrieved employees