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**VICTOR MICHAEL RODRIGUEZ, individually and
on behalf of all others similarly situated,**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

VICTOR MICHAEL RODRIGUEZ,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

CRAWFORD & COMPANY, a corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 26CU00681

CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY BUSINESS EXPENSES
9. UNFAIR COMPETITION (BUS. & PROF. CODE § 17200)

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff VICTOR MICHAEL RODRIGUEZ, on behalf of Plaintiff and all others similarly
2 situated, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against A
6 Crawford & Company, and any of its respective subsidiaries or affiliated companies within the State
7 of California (“CRAWFORD” and collectively, with DOES 1 through 100, as further defined below,
8 “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
9 employees employed by or formerly employed by Defendants (“Class Members”).

10 **PARTIES**

11 **A. Plaintiff**

12 2. Plaintiff VICTOR MICHAEL RODRIGUEZ is an individual residing in Fresno
13 County, California. Plaintiff was employed by Defendant as a non-exempt employee for
14 approximately thirty-eight (38) years, ending his employment on November 12, 2025.

15 **B. Defendants**

16 3. Plaintiff is informed and believes and based thereon alleges that defendant
17 CRAWFORD & COMPANY is, and at all times relevant hereto was, a corporation and doing business
18 in the County of Fresno, State of California. At all relevant times herein, CRAWFORD employed
19 Plaintiff and similarly situated employees within the State of California.

20 4. The true names and capacities, whether individual, corporate, associate, or otherwise,
21 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
22 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
23 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
24 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
25 will seek leave of court to amend this Complaint to reflect the true names and capacities of the
26 defendants designated hereinafter as DOES when such identities become known. Plaintiff is informed
27 and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this
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1 action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all
2 respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
3 Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall include CRAWFORD
4 and any of their parent, subsidiary, or affiliated companies within the State of California, as well as
5 DOES 1 through 100 identified herein.

6 **JOINT LIABILITY ALLEGATIONS**

7 5. Plaintiff is informed and believes and based thereon alleges that all the times
8 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
9 representative, joint venture or co-conspirator of each of the other defendants, either actually or
10 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
11 employment, joint venture, and conspiracy.

12 6. All of the acts and conduct described herein of each and every corporate defendant was
13 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
14 and the officers and management-level employees of said corporate employers. In addition thereto,
15 said corporate employers participated in the aforementioned acts and conduct of their said employees,
16 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
17 of said corporate employees, agents, and representatives, the defendant corporation respectively and
18 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
19 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
20 agents and representatives.

21 7. Plaintiff is further informed and believes and based thereon alleges that DOES 51
22 through 100 violated, or caused to be violated, the above-referenced and below-referenced Labor
23 Code provisions in violation of Labor Code section 558.1.

24 8. Plaintiff is informed and believes, and based thereon allege, that there exists such a
25 unity of interest and ownership between Defendants, and each of them, that their individuality and
26 separateness have ceased to exist.

27 9. Plaintiff is informed and believes, and based thereon alleges that despite the formation
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1 of the purported corporate existence of CRAWFORD and DOES 1 through 50, inclusive (the “Alter
2 Ego Defendants”), they, and each of them, are one and the same with DOES 51 through 100
3 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

- 4 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
5 Defendants who personally committed the wrongful and illegal acts and violated the
6 laws as set forth in this Complaint, and who has hidden and currently hide behind the
7 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
8 other wrongful or inequitable purpose;
- 9 B. The Individual Defendants derive actual and significant monetary benefits by and
10 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
11 Defendants as the funding source for the Individual Defendants’ own personal
12 expenditures;
- 13 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
14 and the Alter Ego Defendants, while really one and the same, were segregated to appear
15 as though separate and distinct for purposes of perpetrating a fraud, circumventing a
16 statute, or accomplishing some other wrongful or inequitable purpose;
- 17 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
18 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
19 mentioned herein were, so mixed and intermingled that the same cannot reasonably be
20 segregated, and the same are inextricable confusion. The Alter Ego Defendants are,
21 and at all relevant times mentioned herein were, used by the Individual Defendants as
22 mere shells and conduits for the conduct of certain of their, and each of their
23 affairs. The Alter Ego Defendants are, and at all relevant times mentioned herein were,
24 the alter egos of the Individual Defendants;
- 25 E. The recognition of the separate existence of the Individual Defendants and the Alter
26 Ego Defendants would promote injustice insofar that it would permit defendants to
27 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
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1 Code, and other statutory violations. The corporate existence of these defendants
2 should thus be disregarded in equity and for the ends of justice because such disregard
3 is necessary to avoid fraud and injustice to Plaintiff herein;

4 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
5 Defendants (and vice versa), and the fiction of their separate corporate existence must
6 be disregarded;

7 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
8 thereon alleges that Defendants, and each of them, are joint employers.

9 **JURISDICTION**

10 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of
11 Civil Procedure section 410.10.

12 12. Venue is proper in County, California pursuant to Code of Civil Procedure sections
13 392, et seq. because, among other things, Fresno County is where the causes of action complained of
14 herein arose; the county in which the employment relationship began; the county in which
15 performance of the employment contract, or part of it, between Plaintiff and Defendants was due to
16 be performed; the county in which the employment contract, or part of it, between Plaintiff and
17 Defendants was actually performed; and the county in which Defendants, or some of them, reside.
18 Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in
19 Fresno County, and because Defendants employ numerous Class Members in Fresno County.

20 **FACTUAL BACKGROUND**

21 13. For at least four (4) years prior to the filing of this action and continuing to the present,
22 Defendants required Plaintiff and similarly situated employees to participate in mandatory on-call
23 rotations. Employees were required to remain available during on-call periods, respond immediately
24 to calls, remain within a restricted geographic area, and be prepared to report to job sites within strict
25 timeframes. These restrictions significantly limited employees' ability to engage in personal activities.

26 14. Employees were required to answer calls and perform work-related duties during on-
27 call periods without compensation.
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1 15. Despite maintaining control over employees during on-call time, Defendant failed to
2 compensate employees for that time unless they were dispatched to a job site.

3 16. Defendant also assigned work requiring substantial travel time, often several hours
4 each way, without properly compensating all time worked. Management assigned Plaintiff to
5 locations up to 4 hours away (e.g., Big Sur or Boulder Creek) while "frowning upon" reporting
6 overtime. This created a policy where employees were pressured to work more than 8 hours a day
7 without compensation to avoid making management feel "awkward"

8 17. For at least three (3) years prior to the filing of this action and continuing to the present,
9 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
10 of their wages owed to them upon termination and/or resignation as required by Labor Code sections
11 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, and
12 premium wages.

13 18. For at least one (1) year prior to the filing of this Action and continuing to the present,
14 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
15 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
16 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate; and other such information as required by Labor Code section 226,
18 subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an
19 accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

20 19. For at least one (1) year prior to the filing of this action and continuing to the present,
21 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
22 of their wages for labor performed in a timely fashion as required under Labor Code section 204.

23 20. For at least three (3) years prior to the filing of this action and continuing to the present,
24 Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred
25 in mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; and using
26 cellular phones for work-related purposes.

27 21. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
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1 pursuant to, including but not limited to, the Labor Code sections referenced herein, and California
2 Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of
3 premium wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties,
4 wage statement penalties; failure to indemnify work-related expenses, other such provisions of
5 California law, and reasonable attorneys' fees and costs.

6 22. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
7 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
8 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
9 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
10 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
11 of amounts owed.

12 **CLASS ACTION ALLEGATIONS**

13 23. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
14 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and
15 former non-exempt employees of Defendants within the State of California at any time commencing
16 four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class
17 action is provided to the class (collectively referred to as "Class Members").

18 24. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
19 to amend or modify the class description with greater specificity, further divide the defined class into
20 subclasses, and to further specify or limit the issues for which certification is sought.

21 25. This action has been brought and may properly be maintained as a class action under
22 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of
23 interest in the litigation and the proposed Class is easily ascertainable.

24 **A. Numerosity**

25 26. The potential Class Members as defined are so numerous that joinder of all the
26 members of the Class is impracticable. While the precise number of Class Members has not been
27 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members
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1 employed by Defendants within the State of California.

2 27. Accounting for employee turnover during the relevant periods necessarily increases
3 this number. Plaintiff alleges Defendants' employment records would provide information as to the
4 number and location of all Class Members. Joinder of all members of the proposed Class is not
5 practicable.

6 **B. Commonality**

7 28. There are questions of law and fact common to Class Members. These common
8 questions include, but are not limited to:

- 9 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
10 worked at a proper overtime rate of pay?
- 11 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
12 all other time worked at the employee's regular rate of pay and a rate of pay that is
13 greater than the applicable minimum wage?
- 14 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
15 Members to take compliant meal periods?
- 16 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
17 with additional wages for missed or interrupted meal periods?
- 18 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
19 Members to take compliant rest periods?
- 20 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed rest periods?
- 22 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
23 Members upon termination or resignation all wages earned?
- 24 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
25 section 203?
- 26 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
27 Class Members with accurate wage statements?
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- 1 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
2 Code section 204?
- 3 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
4 losses incurred in direct consequence of the discharge of their duties or by obedience
5 to the directions of Defendants as required under Labor Code section 2802?
- 6 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
7 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 8 M. Are Class Members entitled to restitution of wages under Business and Professions
9 Code section 17203?
- 10 N. Are Class Members entitled to costs and attorneys' fees?
- 11 O. Are Class Members entitled to interest?

12 **C. Typicality**

13 29. The claims of Plaintiff herein alleged are typical of those claims which could be alleged
14 by any Class Members, and the relief sought is typical of the relief which would be sought by each
15 Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages
16 arising out of and caused by Defendants' common course of conduct in violation of laws and
17 regulations that have the force and effect of law and statutes as alleged herein.

18 **D. Adequacy of Representation**

19 30. Plaintiff will fairly and adequately represent and protect the interest of Class Members.
20 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
21 actions.

22 **E. Superiority of Class Action**

23 31. A class action is superior to other available means for the fair and efficient adjudication
24 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law
25 and fact common to Class Members predominate over any questions affecting only individual Class
26 Members. Class Members, as further described therein, have been damaged and are entitled to
27 recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the
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1 Labor Code at times, as set out herein.

2 32. Class action treatment will allow Class Members to litigate their claims in a manner
3 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
4 any difficulties that are likely to be encountered in the management of this action that would preclude
5 its maintenance as a class action.

6 **FIRST CAUSE OF ACTION**

7 **(Failure to Pay Overtime Wages – Against All Defendants)**

8 33. Plaintiff realleges and incorporates by reference all of the allegations contained in the
9 preceding paragraphs as though fully set forth hereat.

10 34. At all relevant times, Plaintiff and the other Class Members were non-exempt
11 employees entitled to the protections of the California Labor Code and the applicable Industrial
12 Welfare Commission (“IWC”) Wage Orders

13 35. At all relevant times, Plaintiff and Class Members were employees or former
14 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
15 Wage Orders.

16 36. At all times relevant to this Complaint, Labor Code section 510 was in effect and
17 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
18 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
19 the rate of no less than one and one-half times the regular rate of pay for an employee.”

20 37. At all times relevant to this Complaint, Labor Code section 510 further provided that
21 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
22 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
23 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

24 38. Four (4) years prior to the filing of the Complaint in this Action through the present,
25 Defendants, at times, required Plaintiff and Class Members to perform "on-call" duty. During these
26 shifts, Defendants exercised extreme control over Plaintiffs’ time by: (a) Mandating that they remain
27 within a restricted "home base" geographic area; (b) Requiring them to respond immediately to all
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1 after-hours calls to meet strict client Estimated Times of Arrival (ETAs); and (c) Preventing them
2 from using their time effectively for their own purposes or personal leisure.

3 39. Despite this "controlled standby" status, Defendants, at times, failed to compensate
4 Plaintiff and Class Members for all hours they were subject to the control of the employer, only paying
5 for time spent on active investigations. This constitutes a failure to pay all overtime wages for hours
6 worked in excess of eight (8) hours in a day or forty (40) hours in a week.

7 40. Defendants further maintained a policy of assigning Plaintiff to remote locations (e.g.,
8 Big Sur, Boulder Creek) where at times necessitating travel times of up to four (4) hours each way.
9 Management "frowned upon" the reporting of this travel time as overtime, effectively forcing Plaintiff
10 and Class Members to work "off-the-clock" to avoid disciplinary scrutiny or negative performance
11 reviews regarding "productivity" and "revenue goals."

12 41. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than
13 eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
14 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
15 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, 1198,
16 and applicable IWC Wage Orders, and California law.

17 42. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
18 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
19 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and
20 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

21 **SECOND CAUSE OF ACTION**

22 **(Failure to Pay Minimum Wages – Against All Defendants)**

23 43. Plaintiff realleges and incorporates by reference all of the allegations contained in the
24 preceding paragraphs as though fully set forth hereat.

25 44. At all relevant times during the Class Period, Labor Code §§ 1182.12 and 1197
26 required Defendants to pay no less than the applicable minimum wage for all hours worked by Plaintiff
27 and Class Members.
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1 45. At all relevant times, Plaintiff and Class Members were employees or former
2 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

3 46. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
4 Members were entitled to receive minimum wages for all hours worked or otherwise under
5 Defendants' control.

6 47. For four (4) years prior to the filing of the Complaint in this Action through the present,
7 Defendants maintained a uniform policy and/or practice of requiring Plaintiff and Class Members to
8 perform work without compensation. This "off-the-clock" work included, but was not limited to:

9 A. Uncompensated Travel: Mandatory travel to remote assignments (e.g., Big Sur and
10 Boulder Creek) that Defendants "frowned upon" reporting, resulting in hours where
11 Plaintiff was performing business duties for a rate of \$0.00 per hour.

12 B. Controlled Standby (On-Call): Time spent answering after-hours calls and maintaining
13 immediate availability within a restricted geographic "home base" which was not
14 compensated unless it resulted in an opened investigation.

15 48. By requiring this work to be performed "off-the-clock," Defendants failed to pay, at
16 times, the legal minimum wage for all hours worked in violation of the applicable IWC Wage Orders
17 and the California Labor Code.

18 49. Defendants' failure to pay at least the minimum wage was willful and not the result of
19 a good-faith error. Defendants were aware of the productivity requirements and travel distances
20 assigned to Plaintiff but discouraged the proper recording of those hours to maintain lower labor costs.

21 50. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover
22 the unpaid balance of the full amount of the minimum wage, plus interest, and reasonable attorneys'
23 fees and costs.

24 51. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are also entitled to
25 recover liquidated damages in an amount equal to the unpaid minimum wages and interest thereon.
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1 **THIRD CAUSE OF ACTION**

2 **(Failure to Provide Meal Periods – Against All Defendants)**

3 52. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 53. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

7 54. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
8 employ an employee for a work period of more than five (5) hours without a timely meal break of not
9 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore,
10 no employer shall employ an employee for a work period of more than ten (10) hours per day without
11 providing the employee with a second timely meal period of not less than thirty (30) minutes in which
12 the employee is relieved of all of his or her duties.

13 55. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
14 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
15 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
16 compensation for each workday that the meal period is not provided.

17 56. For four (4) years prior to the filing of the Complaint in this Action through the present,
18 Defendants, at times, failed to provide 30-minute uninterrupted meal periods for every five hours
19 worked.

20 57. During on-call shifts, the requirement to remain "at the ready" to answer calls
21 immediately meant Plaintiff was never "off-duty" for a full 30 minutes. Similarly, while traveling long
22 distances for assignments, Plaintiff was restricted by the task of driving and was not free to use the
23 time for personal purposes.

24 58. Because Defendants failed to relieve Plaintiff and Class Members of all duties during
25 these periods, the breaks were "on-duty," yet Defendants failed to pay the required premium
26 compensation, at times.

27 59. By their failure to provide Plaintiff and Class Members compliant meal periods as
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1 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to
2 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
3 violated the provisions of Labor Code section 512 and applicable Wage Orders.

4 60. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
5 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
6 for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

7 61. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
8 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
9 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
10 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

11 **FOURTH CAUSE OF ACTION**

12 **(Failure to Provide Rest Periods – Against All Defendants)**

13 62. Plaintiff realleges and incorporates by reference all of the allegations contained in the
14 preceding paragraphs as though fully set forth hereat.

15 63. At all relevant times, Plaintiff and Class Members were employees or former
16 employees of Defendants covered by applicable Wage Orders.

17 64. California law and applicable Wage Orders require that employers "authorize and
18 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
19 period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3
20 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
21 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
22 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
23 minutes of paid rest period.

24 65. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
25 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
26 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
27 regular rate of compensation for each work day that the rest period is not provided.

66. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed to authorize and permit ten-minute rest periods. The extreme productivity quotas—requiring Plaintiff to meet revenue goals while managing an average caseload of **numerous files**—created a work environment where taking a break was practically impossible without falling behind on "time-sensitive" reporting requirements. Furthermore, because Plaintiff was "tethered by policy" to his communication devices and geographic "home base," he was not freed from employer control. Additionally, the mandatory travel time required for remote assignments provided no opportunity for a duty-free rest period, as the act of traveling was a job requirement.

67. By their failure, at times, to authorize and permit Plaintiff and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

68. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

69. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

70. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

71. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

72. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were

1 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
2 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge
3 immediately upon termination. Class Members who resigned were entitled to payment of all wages
4 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
5 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
6 time of resignation.

7 73. At the time of Plaintiff's separation on November 12, 2025, Defendants willfully failed
8 to pay all wages due, including but not limited to: Unpaid overtime; Unpaid minimum wages; and
9 Unpaid premium wages for missed or non-compliant meal and rest periods.

10 74. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years
11 before the filing of the Complaint in this Action through the present, Defendants, due to the failure,
12 at times, to provide wages mentioned above, failed to pay Plaintiff and Class Members all wages
13 earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

14 75. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
15 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
16 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and
17 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
18 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
19 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
20 resignation.

21 76. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
22 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
23 resignation, until paid, up to a maximum of thirty (30) days.

24 77. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
25 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
26 prior to termination or resignation.

27 78. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
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1 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
2 waiting time penalties, interest, and their costs of suit, as well.

3 **SIXTH CAUSE OF ACTION**

4 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

5 79. Plaintiff realleges and incorporates by reference all of the allegations contained in the
6 preceding paragraphs as though fully set forth hereat.

7 80. At all relevant times, Plaintiff and Class Members were employees or former
8 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

9 81. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were
10 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
11 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
12 wages earned; all applicable hourly rates in effect during the pay period and the corresponding number
13 of hours worked at each hourly rate; among other things.

14 82. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
15 before the filing of the Complaint in this Action through the present, Defendants failed to comply with
16 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
17 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
18 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all
19 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
20 at each hourly rate; among other things.

21 83. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
22 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
23 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
24 statements that Defendants knew were not accurate.

25 84. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
26 suffered injury. The absence of accurate information on Class Members' wage statements at times
27 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
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1 mathematical computations to determine the amount of wages owed; causes difficulty and expense in
2 attempting to reconstruct time and pay records; and led to submission of inaccurate information about
3 wages and amounts deducted from wages to state and federal governmental agencies, among other
4 things.

5 85. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are
6 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code
7 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay
8 period, not to exceed an aggregate \$4,000.00 per employee.

9 86. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
10 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
11 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
12 and costs of suit.

13 87.

14 **SEVENTH CAUSE OF ACTION**

15 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

16 88. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
17 incorporate each by reference as though fully set forth hereat.

18 89. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

20 90. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days,
21 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
22 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
23 any calendar month, shall be paid for between the 1st and 10th day of the following month.”

24 91. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
25 independent and apart from, any other penalty provided in this article, every person who fails to pay
26 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
27 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
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1 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
2 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
3 percent of the amount unlawfully withheld.”

4 92. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
5 before the filing of the Complaint in this Action through the present, Defendants employed policies
6 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
7 Labor Code section 204.

8 93. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
9 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one hundred
10 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
11 subsequent violation in connection with each payment that was made in violation of Labor Code
12 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

13 94. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
14 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
15 interest, and their costs of suit, as well.

16 **EIGHTH CAUSE OF ACTION**

17 **(Violation of Labor Code § 2802 – Against All Defendants)**

18 95. Plaintiff realleges and incorporates by reference all of the allegations contained in the
19 preceding paragraphs as though fully set forth hereat.

20 96. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

22 97. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
23 his or her employee for all necessary expenditures or losses incurred by the employee in direct
24 consequence of the discharge of his or her duties . . .”

25 98. For three (3) years prior to the filing of the Complaint in this Action through the
26 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
27 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
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1 obedience to the directions of Defendants that included, without limitation: mileage and/or gas costs
2 incurred in driving personal vehicles for work-related purposes; and using cellular phones for work-
3 related purposes.

4 99. During that time period, Plaintiff is informed and believes, and based thereon alleges
5 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand Class
6 Members for those losses and/or expenditures.

7 100. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-
9 described losses and/or expenditures.

10 101. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
11 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
12 for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

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14 **NINTH CAUSE OF ACTION**

15 **(Unfair Competition – Against All Defendants)**

16 102. Plaintiff realleges and incorporates by reference all of the allegations contained in the
17 preceding paragraphs as though fully set forth hereat.

18 103. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
19 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
20 Professions Code section 17200. Due to their unlawful business practices in violation of the Labor
21 Code, Defendants have gained a competitive advantage over other comparable companies doing
22 business in the State of California that comply with their obligations to compensate employees in
23 accordance with the Labor Code.

24 104. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
25 Members have suffered injury in fact and lost money or property.

26 105. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members
27 are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and
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1 requiring the establishment of appropriate and effective means to prevent further violations, as well
2 as restitution of all wages and other monies owed to them under the Labor Code, including interest
3 thereon, in which they had a property interest and which Defendants nevertheless failed to pay them
4 and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and
5 Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure
6 to comply with the Labor Code.

7 106. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
8 section 1032 and interest under Civil Code section 3287.

9 **DEMAND FOR JURY TRIAL**

10 107. Plaintiff demands a trial by jury on all causes of action contained herein.

11 **PRAYER**

12 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
13 against Defendants as follows:

- 14 A. An order certifying this case as a Class Action;
- 15 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
16 counsel as class counsel;
- 17 C. Damages for all wages earned and owed, including minimum and overtime wages
18 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
19 1194, 1197 and 1199 and 227.3;
- 20 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 21 E. Damages for unpaid premium wages from missed meal and rest periods under,
22 among other Labor Code sections, 512, 558.1 and 226.7;
- 23 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
24 (e) and 558.1;
- 25 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 26 H. Penalties to timely pay wages under Labor Code section 210;
- 27 I. Damages under Labor Code sections 2802 and 558.1;
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- 1 J. Preliminary and permanent injunctions prohibiting Defendants from further violating
2 the California Labor Code and requiring the establishment of appropriate and
3 effective means to prevent future violations;
4 K. Restitution of wages and benefits due which were acquired by means of any unfair
5 business practice, according to proof;
6 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
7 M. For attorneys' fees in prosecuting this action;
8 N. For costs of suit incurred herein; and
9 O. For such other and further relief as the Court deems just and proper.

10
11 Dated: April 9, 2026

LAW OFFICES OF MORRIS NAZARIAN, APC

12
13 BY: Morris Nazarian

14 Morris Nazarian, Esq.

15 **Attorneys for Plaintiff VICTOR MICHAEL**
16 **RODRIGUEZ and on behalf of all others similarly**
17 **situated**
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