SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
6/16/2026 12:36:19 PM

Clerk of the Superior Court
By J. Walters ,Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

FELD ENTERTAINMENT, INC., a Delaware corporation; NORTON NATIONAL LLC, a Nevada limited liability company, MCCALL NORTON, an individual, MCCALL PECK, an individual; and DOES 1-50.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

STEPHANIE HERNANDEZ, an individual, on behalf of the State of California as its designated proxy under the Private Attorneys General Act (PAGA) and on behalf of Aggrieved Employees.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: Superior Court of California
(El nombre y dirección de la corte es): For the County of San Diego

330 West Broadway, San Diego, California 92101

CASE NUMBER:
(Número del Caso): 26CU033946C

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
THOMAS D. RUTLEDGE, 16956 Via de Santa Fe, Ste. 1847, Rancho Santa Fe CA 92091 619-886-7224

DATE: June 23, 2026 *(Fecha)*
Clerk, by *(Secretario)* J. Walters, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date)*:

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

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Attorneys for Plaintiffs

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County of San Diego
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Clerk of the Superior Court
By J. Walters ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

STEPHANIE HERNANDEZ, an individual, on behalf of the State of California as its designated proxy under the Private Attorneys General Act (PAGA) and on behalf of Aggrieved Employees,

Plaintiffs,

vs.

FELD ENTERTAINMENT, INC., a Delaware corporation; NORTON NATIONAL LLC, a Nevada limited liability company, MCCALL NORTON, an individual, MCCALL PECK, an individual; and DOES 1-50

Defendants.

Case No.: 26CU033946C

INDIVIDUAL AND PAGA ACTION COMPLAINT FOR:

1. **Failure to Pay State Minimum/Regular/Local Wages;**
2. **Failure to Pay State Overtime;**
3. **Failure to Make Payments Within the Required Time;**
4. **Meal and Rest Break Labor Code Violations;**
5. **Failure to Provide Accurate Wage Statements;**
6. **Failure to Provide and Maintain Records;**
7. **Failure to Reimburse Work Related Expenses;**
8. **Failure to Properly Pay Sick Pay;**
9. **Misclassification;**
10. **Failure to Maintain Workers' Compensation Insurance**

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Plaintiff STEPHANIE HERNANDEZ, an individual, on behalf of the State of California as its designated proxy under the Private Attorneys General Act and on behalf of Aggrieved Employees (collectively the "Plaintiffs"), alleges the following:

NATURE OF THE ACTION

1. Plaintiff is suing in her individual capacity[1] and proceeding herein under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq*., seeking civil penalties on behalf of the State of California and for all Aggrieved Employees. *Adolph v. Uber Technologies, Inc*., 14 Cal. 5th 1104 (2023).

2. This is a representative action only under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq*. against the named Defendants, active participants in the rising "gig economy."

3. Defendants employ, directly or indirectly, thousands of Aggrieved Employees statewide as independent contractors.

4. Defendants partner with various employers that need affordable labor.

5. Defendants and their partner employers maintain an unfair competitive advantage by misclassifying so-called "contractors" as independent contractors and evading long-established worker protections under California law.

6. During all times relevant, Defendants have and continue to unlawfully classify their so-called contractors as independent contractors instead of employees.

7. Through this misclassification, Defendants avoid paying Aggrieved Employees a lawful wage and unlawfully defers expenses to their Aggrieved Employees.

8. Defendants also maintain an unfair advantage over their law-abiding competitors because, due to the misclassification, it contributes less to California's unemployment insurance, disability insurance, and other state and federal taxes.

[1] Plaintiff reserves the right to pursue nonindividual PAGA claims within the meaning of *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024); *Rodriguez v. Packers Sanitation Servs., Inc*., 95 Cal. App. 5th 682 (2025)

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9. Defendants cannot meet their burden of showing their so-called contractors (i.e., Aggrieved Employees) are independent contractors under California law, as clarified by the California Supreme Court in *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal. 5th 903 (2018), because it cannot show (a) their contractors are free from the control and direction of Defendants in connection with the performance of the work, both under the contract for the performance of such work and in fact; (b) their contractors perform work that is outside the usual course of Defendants' business; and (c) their contractors are customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for Defendants. *Id*. at 916-917.

10. Because Defendants' so-called contractors (i.e., Aggrieved Employees) are employees, they have various entitlements under the California Labor Code, including, but not limited to, minimum wage, overtime pay, meal breaks, paid rest breaks and reimbursement for expenses necessary to perform the job, yet Defendants fail to provide their contractors with any of these entitlements.

11. This case is not about whether Defendants' misclassification of Aggrieved Employees and their failure to comply with California labor laws is unlawful—it plainly is—but rather how long Defendants believed they could continue this conduct before being held accountable.

12. By this action, Plaintiffs seek civil penalties and injunctive relief on behalf of Aggrieved Employees and as proxies for the State of California (not as individuals) pursuant to the PAGA for Defendants' violations of the California Labor Code.

JURISDICTION AND VENUE

13. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California because Plaintiffs allege claims arising under California law.

14. This Court has jurisdiction over the Defendants because each is an

association, corporation, business entity, or individual that conducts substantial business in the State of California, County of San Diego.

15. Pursuant to Code of Civil Procedure § 395, venue is proper in the Superior Court of California for the County of San Diego because unlawful conduct alleged herein occurred in this County and a plaintiff prosecuting a representative action under the PAGA is not limited to filing suit in the county where he or she personally worked. *Crestwood Behavioral Health, Inc. v. Superior Court,* 60 Cal. App. 5th 1069, 1075 (2021).

THE PARTIES

16. The State of California is the real party in interest in a PAGA action. *Kim v. Reins Int'l California, Inc.,* 9 Cal. 5th 73, 81 (2020) (the "government entity on whose behalf the plaintiff files suit is always the real party in interest.").

17. Plaintiff STEPHANIE HERNANDEZ is an individual that resides in the County of San Diego, California.

18. Defendant NORTON NATIONAL LLC is a Nevada limited liability company doing business in California as an unregistered entity.

19. Defendant MCCALL NORTON is an individual and, upon information and belief, is and/or was Defendant NORTON NATIONAL LLC's corporate officer/managing agent and, as such, this Defendant is believed to be an "other person acting on behalf of an employer" within the meaning of Labor Code §§ 558 and 558.1.

20. Defendant MCCALL PECK is an individual and, upon information and belief, is and/or was Defendant NORTON NATIONAL LLC's corporate officer/managing agent and, as such, this Defendant is believed to be an "other person acting on behalf of an employer" within the meaning of Labor Code §§ 558 and 558.1.

21. Defendant FELD ENTERTAINMENT, INC. is a Delaware corporation that owns the rights to AMA Supercross doing business in California.

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22. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and believe, and based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs for the events and actions alleged herein. All named Defendants and DOES 1 through 50 are collectively referred to as "Defendants."

23. Plaintiffs are informed and believe, and based thereon allege that at all times relevant herein each Defendant was acting as an agent, joint venture, or as an integrated enterprise and/or alter ego for each of the other Defendants, and each was a co-conspirator with respect to the acts and the wrongful conduct alleged herein, so that each is responsible for the acts of the other in connection with the conspiracy and in proximate connection with the other Defendants.

24. Plaintiffs are informed and believe, and based thereon allege that each Defendant was acting partly within and partly without the scope and course of their employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

25. Plaintiffs are informed and believe, and based thereon allege that each of the Defendants was an agent, managing general partner, managing member, owner, co-owner, partner, employee, and/or representative of each of the Defendants, and were at all times material hereto, acting within the purpose and scope of such agency, employment, contract and/or representation, and that each of them is jointly and severally liable to Plaintiffs for the acts alleged herein

26. Plaintiffs are informed and believe, and based thereon allege that each of the Defendants are liable to Plaintiffs under legal theories and doctrines including but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4)

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alter ego, based in part, on the facts set forth below.

27. Plaintiffs are informed and believe, and based thereon allege that each of the named Defendants are part of an integrated enterprise and have acted or currently act as the employer and/or joint employer of Plaintiffs, making each of them liable for the wage and hour violations alleged herein.

28. Plaintiffs are informed and believe, and based thereon allege, that DOES 1-100 were a "Client employer" within the meaning of Labor Code § 2810.3(a)(1)(A) and, as such, are jointly liable pursuant to Labor Code §§ 2753 and 2810.3.

29. Plaintiffs provided the requisite notice to DOES 1-100 and the abovenamed Defendants pursuant to Labor Code § 2810.3(b).

30. Plaintiffs further demand that Defendants provide all facts in support of the contention that Defendants are not liable under Labor Code §§ 2753 and 2810.3.

31. Thus, Plaintiffs have the legal basis to file this Complaint to pursue the claims alleged in this Complaint against the abovementioned Defendants pursuant to Labor Code § 2810.3, *et seq.*

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GENERAL ALLEGATIONS

32. Defendants advertise position descriptions on various websites that outline various job duties, wage rates, job requirements for various job assignments.

33. Defendant NORTON NATIONAL LLC is an employee staffing agency that partnered with various companies in California and is believed to be a hirer of thousands of people statewide to provide services to their customers. *See* nortonnational.com.

34. During all times relevant, Defendant NORTON NATIONAL LLC was a "labor contractor" within the meaning of Labor Code § 2810.3(a)(3).

35. Defendant FELD ENTERTAINMENT, INC. is a show production company that owns various traveling shows, including the AMA Supercross. *See* www.feldinc.com.

36. Plaintiffs are informed and believe, and based thereon allege that

Defendant FELD ENTERTAINMENT, INC. hired Defendant NORTON NATIONAL LLC to find labor to perform work within the usual course of FELD ENTERTAINMENT'S live-event production business, including post-event cleanup and turnover operations necessary for the continuation of AMA Supercross events in California.

37. During all times relevant, Plaintiffs are informed and believe, and based thereon allege that Defendant FELD ENTERTAINMENT, INC. was a "Client employer" within the meaning of Labor Code § 2810.3(a)(1)(A) and, as such, is jointly liable pursuant to Labor Code §§ 2753 and 2810.3.

38. During all times relevant, Plaintiffs are informed and believe, and based thereon allege that Defendant FELD ENTERTAINMENT, INC. was Defendants NORTON NATIONAL LLC's and DOE Defendants' customer and/or partner.

39. Plaintiffs are informed and believe that Defendant FELD ENTERTAINMENT, INC. retained Defendant NORTON NATIONAL LLC to recruit, onboard, and supply workers for AMA Supercross-related operations in California.

40. Defendants advertise position descriptions on various websites that outline job duties, wage rates, job requirements for various job assignments.

Defendants Misclassified Plaintiff and Aggrieved Employees as Independent Contractors.

41. The named Plaintiff contends that she was underpaid for all hours worked.

42. Defendants have and continue to misclassify their contractors (i.e., the Aggrieved Employees) as independent contractors instead of employees.

43. Defendants cannot meet their burden proving their contractors (i.e., the Aggrieved Employees) are independent contractors.

44. Defendants exercise significant control over the work performed by Plaintiff and the Aggrieved Employees.

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45. Plaintiff HERNANDEZ, for example, located her job with Defendants through an advertisement she saw on Craigslist.

46. The advertisement generally described a job opportunity at a local sports venue in California that involved post-event cleanup work for AMA Supercross and that the pay rate would be $20 per hour.

47. Plaintiff HERNANDEZ accepted the assignment and was provided with the dates and time to report.

48. On January 10, 2026, at approximately 7:00 p.m., Plaintiff HERNANDEZ reported to the designated worksite.

49. Upon arrival, Plaintiff met a team leader, who instructed her to scan a QR code and complete additional onboarding paperwork.

50. One of the forms Defendants required Plaintiff and presumably other Aggrieved Employees to sign consisted of work-related policy documents that imposed rules on their work including, but not limited to, rules against making "racial slurs" or "sexist jokes," or "offensive language" in the workplace.

51. The rules Defendants imposed on Plaintiff and presumably other Aggrieved Employees prohibited them from having any "physical contact with another individual without their explicit consent," be intoxicated, perform "pranks," speak "poorly of competitive products/brands," chew gum, eat or drink "outside of allotted breaks," use the "company vehicle outside the parameters of the promotion," possess alcohol, be insubordinate, or use "cellular phones, smartwatches, or pagers (except for business calls)," among other rules.

52. After completing the required forms, Defendants required Plaintiff HERNANDEZ to provide a confirmation code to another team leader.

53. Once verified, Plaintiff HERNANDEZ was permitted to join a group of other workers who had apparently completed the same onboarding process.

54. There were more than approximately 50 workers who performed the same job Plaintiff HERNANDEZ performed.

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55. During all times, Plaintiff HERNANDEZ and Aggrieved Employees were under control of managers.

56. Management instructed Plaintiff HERNANDEZ and Aggrieved Employees to wait from approximately 7:00 p.m. in a special waiting area until after all attendees of the motocross event exited the stadium.

57. At about 10:00 p.m., management instructed Plaintiff HERNANDEZ and her coworkers to enter the stadium to perform cleanup work.

58. Their duties consisted of removing debris and objects from the arena with their hands that could be manually handled while machines removed the heavy objects and equipment.

59. Plaintiff HERNANDEZ and her coworkers worked continuously until approximately 3:30 a.m., during which time she repeatedly lifted, carried, and removed large objects from the field to prepare the venue for the next event, all while under the supervision of managers.

60. On January 24, 2026, at approximately 7:00 p.m., Plaintiff HERNANDEZ performed another shift at a local sports stadium for the same employer.

61. The process and job duties were the same as they were on January 10, 2026.

62. For each assignment, Plaintiff HERNANDEZ worked approximately 8.5 hours each workday and therefore expected to receive 0.5 hours of overtime pay.

63. Plaintiff HERNANDEZ expected to receive her hourly rate of $20, plus overtime.

64. Weeks later in the mail, Defendant NORTON NATIONAL LLC sent Plaintiff HERNANDEZ her payment in the mail.

65. Instead of paying Plaintiff HERNANDEZ the promised rate of $20 per hour, Defendant NORTON NATIONAL LLC issued her two checks: one in the net amount of $94.89 after a "postage fee" deduction in the amount of $48.30, and a

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second check in the amount of $130. A true and correct copy of the checks are attached hereto as **Exhibit 1**.

66. During all times relevant, Plaintiffs are informed and believe, and based thereon allege that Plaintiff HERNANDEZ and Aggrieved Employees performed work for Defendants, including Defendant FELD ENTERTAINMENT, INC.

67. During all times relevant, Plaintiffs are informed and believe, and based thereon allege that Defendant FELD ENTERTAINMENT, INC. exercised operational control over the worksite, including scheduling, staffing levels, event timing, and onsite supervision, and benefited directly from the labor performed by Plaintiff and Aggrieved Employees.

68. Plaintiff HERNANDEZ contends she was underpaid wages.

The Plaintiffs' Work Experience is Typical of Other Aggrieved Employees.

69. Defendants' so-called contractors (i.e., Aggrieved Employees) are not customarily engaged in an independently established trade, occupation, or business.

70. During all times relevant, Defendants employed the named Plaintiff to perform cleanup work on an hourly basis.

71. Cleanup work is not a distinct trade.

72. Cleanup work does not require a special license, education, specialized training, or skill.

73. Furthermore, Plaintiff and similar Aggrieved Employees did not take steps to establish and promote themselves as an independent business, such as "incorporation, licensure, advertisements, routine offerings to provide the services of the independent business to the public or to a number of potential customers[.]" *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal. 5th 903, 962 (2018).

74. Despite failing to meet each prong of *Dynamex,* Defendants unilaterally characterized the named Plaintiff and continue to characterize contractors (i.e., Aggrieved Employees) as independent contractors to evade the requirements under the California Labor Code.

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75. Defendants did not guarantee the named Plaintiff and Aggrieved Employees minimum wage, overtime pay, sick pay, paid leave, health insurance, meal and rest breaks, which are normal requirements under state and local laws for employees.

76. Defendants did not reimburse the named Plaintiff and Aggrieved Employees for their work-related cell phone and data usage even though Defendants required contractors to keep and maintain a personal cell phone to do onboarding.

77. Defendants denied the named Plaintiff and continue to deny Aggrieved Employees the benefits and protections of employees.

78. The named Plaintiff is an "aggrieved employee" because Defendants employed named Plaintiff in California and the named Plaintiff experienced one or more of the alleged Labor Code violations.

79. California law provides that an aggrieved employee may file a representative action under the PAGA against an employer for civil penalties in connection with violations of the Labor Code and Wage Order.

80. Plaintiffs allege that current and former employees of Defendants suffered from Defendants' Labor Code violations.

Wage Claims.

81. During all times relevant and continuing to the present, and pursuant to company policy and/or practice and/or direction, Defendants failed to pay Aggrieved Employees all wages, e.g., overtime, minimum wages, local wages, etc., as required by law.

82. During all times relevant, Defendants failed to pay the named Plaintiff and presumably similarly situated Aggrieved Employees overtime.

83. For example, on January 10, 2026 and January 24, 2026, as alleged above, Plaintiff worked about 8.5 hours each workday, by which she expected one hour of overtime, yet Defendants did not pay Plaintiff overtime.

84. Further, during all times relevant, Defendants failed to pay the named

Plaintiff and presumably similarly situated Aggrieved Employees minimum and/or regular wages.

85. For example, on January 10, 2026 and January 24, 2026, as alleged above, Defendants promised to pay Plaintiff $20 per hour.

86. Plaintiff worked a total of 17 hours and expected to receive at least $340 in straight-time wages, plus any applicable overtime compensation.

Wage Statement Claims.

87. During all times relevant and continuing to the present, and pursuant to company policy and/or practice and/or direction, Defendants failed to issue Plaintiff and other Aggrieved Employees wage and earning statements.

Failure to Pay Meal and Rest Break Premiums.

88. During all times relevant and continuing to the present, and pursuant to company policy and/or practice and/or direction, Defendants deprived Aggrieved Employees from taking lawful meal and rest periods and did not pay and refused to pay premium pay to Aggrieved Employees despite knowing Aggrieved Employees involuntarily missed their meal and rest breaks.

89. For example, as alleged above, Plaintiff worked eight and one half hours each workday, but Defendants did not provide meal or rest breaks.

90. Further, Defendants did not pay Plaintiff and Aggrieved Employees premium pay for missed or noncompliant meal and rest breaks.

91. Plaintiffs also allege that Defendants failed to provide adequate access to drinking water as required by California's Heat Illness Prevention statute, Title 8 § 3395(c).

92. Plaintiffs also allege that Defendants violated the Labor Code concerning their requirement to provide "suitable resting facilities."

93. Per § 13 of all applicable IWC Wage Orders, including but not limited to Wage Order 4, employees shall be provided with suitable resting facilities.

94. Section 13(B) of the Wage Orders provides: "Suitable resting facilities

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shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours."

95. Defendants' work locations are generally outside, and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods.

96. Defendants could have provided Aggrieved Employees with a resting facility, such as a tent or similar space, at all of Defendants' work locations with reasonable or no modification, but instead denied and continues to deny, employees with suitable areas to rest (e.g. a breakroom) in some cases.

97. As a result, Plaintiffs are informed and believe and based thereupon allege that Aggrieved Employees were forced to adjust to areas not conducive to resting, including but not limited to leaning up against the wall, or search for facilities outside of Defendants' work areas that were not designated or reserved for their rest, such as their personal vehicles.

98. Plaintiffs are informed and believe and based thereupon allege that Defendants did not provide Aggrieved Employees with suitable resting facilities during their hours of work, particularly during meal and/or rest periods.

99. Defendants' failure to provide suitable resting facilities to Aggrieved Employees violated and continue to violate the applicable Wage Order, § 13(B) and the California Labor Code, including but not limited to § 1198.

100. These are some examples of many meal or rest break violations Defendants committed.

Unreimbursed Work-Related Expense Claims.

101. During all times relevant and continuing to the present, and pursuant to company policy and/or practice and/or direction, Defendants failed to reimburse Aggrieved Employees for all work-related expenses.

102. Defendants, for example, did not reimburse the named Plaintiff and Aggrieved Employees for, among other work-related expenses, their work-related

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smartphone and data usage even though Defendants required workers to keep and maintain a smartphone to onboard, among other reasons.

Untimely Pay Claims.

103. During all times relevant and continuing to the present, and pursuant to company policy and/or practice and/or direction, the named Plaintiff and Aggrieved Employees did not receive their pay in a timely manner or their final paychecks immediately upon involuntary termination or within 72 hours of voluntary separation, were not paid final wages at the location of employment, and said final paychecks did not include all wages due to the employee.

104. To date, Plaintiff alleges that Defendants have not paid the named Plaintiff and Aggrieved Employees all wages due and payable in an amount to be proven at trial.

REPRESENTATIVE ACTION (PAGA) CLAIMS

105. This representative action filed pursuant to PAGA, §§ 2698, 2699 generally consists of the following group:

> **All current or former people Defendants characterized and employed as independent contractors in California from April 9, 2025 to the present.**

106. All members of the represented group are referred to as the "Aggrieved Employees."

107. The "Representative Period" means from **April 9, 2025 to the present**.

108. Plaintiff further alleges, on information and belief, that Aggrieved Employees, did not receive all wages due at the time their employment ended with Defendants.

109. On information and belief, Defendants current and former employees were subject to wage and hour violations by Defendants, including failing to be paid for all wages due.

110. California law provides that an employee may file an action against an

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employer for penalties in connection with violations of the Labor Code and Wage Orders provided the aggrieved employee files an action on behalf of him or herself and similarly situated current and former employees.

111. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

112. As set forth in further detail below, because of the analysis and investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required correspondence to the California Labor and Workforce Development Agency (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs' intent to pursue litigation.

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EXHAUSTION OF ADMINISTRATIVE REMEDIES

113. Pursuant to the PAGA, on **April 9, 2026**, Plaintiffs, via counsel, filed a complaint with the LWDA (LWDA Case No. LWDA-CM-1169390-26) and served Defendants via certified U.S. Mail with the complaint indicating Plaintiffs' intent to pursue the claims alleged in this Complaint.

114. The statutory waiting period relating to the above-referenced LWDA notice has expired and the LWDA did not serve Plaintiffs with notice of intent to assume jurisdiction over the applicable penalty claims and did not provide notice as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period.

115. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies to pursue claims and remedies as authorized by the PAGA.

116. The Causes of Action alleged herein are appropriately suited for a representative action under the PAGA (Labor Code § 2698, *et seq*.) because:

a. This action involves allegations of violations of provisions of the California Labor Code that provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;

b. Plaintiffs are "aggrieved employees" because Defendants employed the named Plaintiff and Plaintiff is the victim of one or more of the Labor Code violations alleged in this Complaint committed by the Defendants; and

c. Plaintiffs have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

FIRST CAUSE OF ACTION

Representative Claim via the PAGA for

Failure to Pay State Minimum/Regular/Local Wages

in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194, 1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order

(Against all Defendants)

117. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

118. Pursuant to California law, including but not limited to Labor Code §§ 200, 218, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and depending on the local jurisdiction, such as the Cities of Los Angeles, San Diego, San Francisco, etc., it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable Industrial Welfare Commission (IWC) Wage Order and/or local law.

119. Plaintiffs are informed and believe and based thereupon allege that during all times relevant, Plaintiffs were not paid minimum/regular/local jurisdiction wages for all hours suffered or permitted to work in violation of California law.

120. During all times relevant, Defendants were required to pay Plaintiffs and

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other members of the Aggrieved Employees their respective hourly rate for all hours worked and/or minimum wages per state law or applicable local law.

121. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

122. Pursuant to the applicable Wage Order, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

123. During the PAGA Period and based on the misconduct alleged above, Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular/local wages for all hours suffered or permitted to work in violation of state and/or local law.

124. Labor Code § 1194 subdivision (a) permits an action to recover wages because of the payment of a wage less than the minimum wage "applicable to the employee" including attorneys' fees, costs, and interest.

125. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee as set for in Labor Code § 558.

126. In committing the violations of state law as herein alleged, Plaintiffs are informed and believe based thereupon allege that Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

127. As a direct result, Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such compensation, wages, lost interest on such monies and expenses and attorneys' fees in seeking to

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compel Defendants to fully perform their obligations under state and/or local law.

128. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the minimum/regular/ and or local wage provisions of California law, including but not limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

129. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of California and Aggrieved Employees, seeks to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

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SECOND CAUSE OF ACTION

Representative Claim via the PAGA for

Failure to Pay State Overtime and/or Double-Time Compensation

in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,

1182.12, 1194, 1194.2, 1197, 1197.1,

1811, 1815, and 1198 via the Applicable IWC Wage Order

(Against all Defendants)

130. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

131. California law requires an employer to pay each employee for the actual hours worked. *See* Cal. Labor Code § 200, *et seq*.

132. During all times relevant, one or more of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

133. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 4, "hours worked" include the time during which an employee is "suffered or

permitted to work, whether or not required to do so."

134. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the employee's regular hourly wage.

135. For each hour (or fraction thereof) an employee works over forty (40) hours in a week or more than eight (8) hours in a workday the employer must pay the rate of one and a half times the employee's regular hourly wage. (*Ibid*.)

136. For each hour (or fraction thereof) an employee works more than twelve (12) hours in one day or more than eight (8) hours a day on the seventh consecutive day of work, the employer must compensate the employee at the rate of no less than twice the regular rate of pay for that employee. (*Ibid*.)

137. During all times relevant, and pursuant to company policy and/or practice and/or direction, Defendants required Aggrieved Employees to work more than 40 hours per week and/or eight hours in a workday to which they had the right to receive wages and Defendants did not pay Plaintiff and the Aggrieved Employees all overtime compensation to which they should have received at the applicable wage rate.

138. As alleged herein, Defendants failed to pay Aggrieved Employees all overtime to which they had a right to receive.

139. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

140. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission

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and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

141. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

142. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the overtime provisions of the Labor Code, including but not limited to §§ 510, 558 and 1194, the exact amount of the penalties sought is in an amount to be shown according to proof at trial.

143. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of California and Aggrieved Employees, seeks to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

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THIRD CAUSE OF ACTION

Representative Claim via the PAGA for

Failure to Timely Pay Earned Wages Upon Separation of Employment in Violation of California Labor Code §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256, and 1198 via the applicable Wage Order

(Against all Defendants)

144. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

145. Pursuant to Labor Code § 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

146. Pursuant to Labor Code § 201.3, "If an employee is assigned to work for

a client on a day-to-day basis, that employee's wages are due and payable at the end of each day, regardless of when the assignment ends…"

147. Pursuant to Labor Code § 202, "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous 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."

148. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ..."

149. Pursuant to Labor Code § 204, "all wages … earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

150. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid employee during any calendar week and prior to or on the regular payday shall be paid for not later than the regular payday of the employer for such weekly-paid employee falling during the following calendar week."

151. Defendants did not properly pay Plaintiff and Aggrieved Employees pursuant to the requirements of Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek the unpaid wages.

152. To date, Defendants have not paid terminated Aggrieved Employees all earned wages as required by law and did not and continue to fail to pay current employees in a timely manner as required by law.

153. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved

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Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

154. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

155. Labor Code § 2699, *et seq*. imposes upon Defendants, and each of them, a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, and 256.

156. As alleged above, Defendants have deprived Plaintiffs and Aggrieved Employees of their rightfully earned wages as a direct and proximate result of Defendants' failure and refusal to pay said compensation and for the reasons alleged in this Complaint.

157. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of California and Aggrieved Employees, seeks to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

FOURTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA for Failure to Comply with the Meal and Rest Break Requirements Under Labor Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order

(Against all Defendants)

158. Plaintiffs reallege and incorporate by reference the foregoing allegations

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as though set forth herein.

159. Based on the misconduct alleged in this Complaint, Defendants failed to pay Plaintiffs and Aggrieved Employees premium pay for all their missed meal and rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

160. Because of Defendants' illegal pay practices, said Defendants failed to pay Plaintiffs and Aggrieved Employees for all meal and rest breaks despite their requirement under California law and, as such, all culpable Defendants are required to pay Plaintiffs and Aggrieved Employees for rest break and/or meal break premium wages.

161. Defendants also failed to provide Plaintiffs, and Aggrieved Employees, legally-compliant meal and rest periods, or compensation in lieu thereof, during their employment by said Defendants.

162. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

163. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

164. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of California and Aggrieved Employees, seeks to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be

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determined at trial.

FIFTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA for Violations of California Labor Code §§ 226, 226.3, 226.6, and 1198 via the applicable IWC Wage Order

(Against all Defendants)

165. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

166. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in pertinent part, that every employer shall, "semimonthly or at the time of each payment of wages, shall furnish to his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee. . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number…, (8) the name and address of the legal entity that is the employer. . ., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. . ."

167. Based on the foregoing allegations, Defendants did not provide any wage statements during the Representative Period and, thus, Plaintiffs assert this claim as a stand-alone claim.

168. At all material times, Defendants were and/or are Aggrieved Employees'

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employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

169. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

170. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of California and Aggrieved Employees, seeks to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

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SIXTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA

For Failure to Provide and Maintain Required Records in Violation of Labor Code §§ 226, 247.5, 432, 1174, 1198.5, and 1198 via the Applicable Wage Order

(Against All Defendants)

171. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

172. California Labor Code § 226, subdivision (b), requires employers doing business in the State of California to "afford current and former employees the right to inspect or copy records pertaining to their employment, upon a reasonable request to the employer…" and subdivision (c), requires employers to produce such records

within "21 calendar days from the date of the request."

173. Plaintiff maintains the records requested fall within the meaning of Labor Code § 226 because, among other reasons, the requested documents are "records pertaining to [Plaintiff's] employment."

174. California Labor Code § 247.5, provides, "An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226."

175. California Labor Code § 432, subdivision (b), requires employers doing business in the State of California to provide current, former employees, and applicants copies of all written instruments they sign upon request.

176. Plaintiff maintains the records requested fall within the meaning of Labor Code § 432 because some of the records requested constitute written instruments the Plaintiff signed.

177. Section 7 of the applicable Wage Order requires every employer to maintain time and payroll records.

178. Defendants failed to comply with § 7 of the applicable IWC Orders and with Labor Code § 1174 by failing to maintain certain records which employers are required to maintain, including but not limited to, all wage records.

179. California Labor Code § 1198.5, *et seq*., similarly provides current and former employees the right to inspect their employee personnel records and requires the employer to provide the employee access to such records no later than 30 calendar days from the date the employer receives a written request.

180. Plaintiff maintains the records requested fall within the meaning of Labor Code § 1198.5, *et seq*. because they were part of and/or related to Plaintiff's personnel file within the meaning of Labor Code § 1198.5.

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181. As it pertains to "records," § 7 of Wage Order 4, in relevant part, provides:

> (A) Every employer shall keep accurate information with respect to each employee including the following:
>
> ***
>
> (3) **Time records showing when the employee begins and ends each work period.** Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
>
> (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
>
> (5) Total hours worked in the payroll period and applicable rates of pay. **This information shall be made readily available to the employee upon reasonable request.**

Wage Order 4, § 7 (emphasis added).

182. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

183. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

184. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of

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California and Aggrieved Employees, seeks to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA Claim for Failure to Reimburse Business Expenses in Violation of Labor Code §§ 1198 and 2802

(Against All Defendants**)**

185. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

186. Pursuant to California Labor Code § 2802, an employer must indemnify their employees "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . . ."

187. Plaintiff and Aggrieved Employees incurred necessary expenditures as a direct consequence of the discharge of their duties and in obedience to the directions of Defendants including, but not limited to, mileage, automobile, cell phone, and internet expenses.

188. On information and belief, Defendants knew Plaintiffs were incurring the expenses and were responsible for reimbursing Aggrieved Employees for their expenditures and losses as a direct consequence of the discharge of their duties, but failed to do so.

189. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

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190. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, including but not limited to Labor Code §§ 2802 and 1198, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial, which Plaintiffs seek.

191. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of California and Aggrieved Employees, seeks to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

EIGHTH CAUSE OF ACTION

Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code §§ 246-249 and Municipal Paid Sick Leave Ordinances

(Against all Defendants)

192. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

193. Under Labor Code §§ 245-249, and in some jurisdictions local law, employers in California must provide employees with paid sick leave to be paid at a specified rate of pay which must factor in additional earnings during a given pay period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals,* 88 Cal. App. 5th 742 (2023).

194. Under Labor Code § 247.5, "An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174."

195. Further, Labor Code § 247.5, subdivision (a), requires employers doing

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business in the State of California to make sick pay records "available to an employee in the same manner as described in Section 226."

196. Defendants did not pay sick leave to Aggrieved Employees in violation of California law.

197. Defendants have failed to (1) provide paid sick leave; (2) include required information about paid sick leave in wage notices and/or wage statements, including without limitation information on the amount of paid sick leave hours accrued; (3) provide required information about paid sick leave to employees, including without limitation at the time of hire; (4) at the time of hire, provide employees with written notice of the employer's name, address, and telephone number; (5) provide required information about paid sick leave in English, Spanish, Chinese, and in all languages spoken by 5% or more of the employees; (6) post required sick leave notices; (7) maintain payroll records; and/or (8) provide wage statements, and therefore Defendants have violated one or more municipal sick leave ordinances, including without limitation the sick leave ordinances of Berkeley, Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa Monica.

198. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code §§ 246-249.

199. Civil penalties under the PAGA are equitable in nature. *Nationwide Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.,* 9 Cal. 5th 279 (2020).

200. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

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201. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

202. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other applicable statute, Plaintiffs are seeking civil penalties against Defendants in an amount to be shown according to proof.

203. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an amount to be shown according to proof.

204. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of California and Aggrieved Employees, seeks to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

NINTH CAUSE OF ACTION

Representative Claim for Civil Penalties Under the PAGA for Willful Misclassification in Violation of Labor Code § 226.8

(Against all Defendants)

205. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

206. California Labor Code § 226.8(a) provides: "It is unlawful for any person or employer to engage in any of the following activities: (1) Willful misclassification of an individual as an independent contractor. (2) Charging an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where any of the acts

described in this paragraph would have violated the law if the individual had not been misclassified."

207. California Labor Code § 226.8(b) provides that if the "a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars ($5,000) and not more than fifteen thousand dollars ($15,000) for each violation, in addition to any other penalties or fines permitted by law."

208. California Labor Code § 226.8(c) provides that if the "court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than twenty-five thousand dollars ($25,000) for each violation, in addition to any other penalties or fines permitted by law."

209. Subdivision (a) of California Labor Code § 2753 provides, "(a) A person who, for money or other valuable consideration, knowingly advises an employer to treat an individual as an independent contractor to avoid employee status for that individual shall be jointly and severally liable with the employer if the individual is found not to be an independent contractor."

210. Defendants' misclassification of the contractors as independent contractors, as demonstrated by the decision of the Labor Commissioner of the State of California in *Berwick v. Uber Technologies,* Cal. Lab. Comm'r Dec. No. 11-46739 (June 3, 2015), the California Unemployment Insurance Appeals Board ruling (No.: 5371509- June, 1, 2015) that an Uber driver is an employee eligible to obtain unemployment benefits, the California Supreme Court's decision in *Dynamex Operations West, Inc. v. Superior Court,* 4 Cal. 5th 903 (2018), the enactment of A.B. 5, the injunction issued against Instacart in *People of the State of California v.*

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Maplebear, Inc., Superior Court of California, County of San Diego, Case No. 37-2019-00048731-CU-MC-CTL, among other legal authorities, constitutes willful misclassification in violation of Labor Code § 226.8.

211. Plaintiff maintains client end-users are joint and severally liable under California law, including but not limited to Labor Code §§ 2753 and 2810.3.

212. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

213. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of California and Aggrieved Employees, seeks to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

TENTH CAUSE OF ACTION

Failure to Secure Compensation in Violation of Labor Code § 3700, *et seq.*

(Against all Defendants)

214. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

215. Upon information and belief, Defendants did not secure workers' compensation for the Aggrieved Employees, in violation of Labor Code §§ 3700, 3700.5, 3712, 3715.

216. Because of Defendants' violations of those statutes, Defendants are subject to the penalties and fines per Labor Code § 3700.5 and the PAGA for each aggrieved employee per pay period.

217. At all material times, Defendants were and/or are Aggrieved Employees'

employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

218. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of California and Aggrieved Employees, seeks to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

ELEVENTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA

Under California Labor Code §§ 2698, 2699, *et seq.* for

Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the appliable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections

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3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

(Against all Defendants)

219. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

220. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

221. Plaintiffs are informed and believe, and based thereon allege, that because of the acts alleged above and Defendants' violations of the Labor Code provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§ 2698 and 2699.

222. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the alleged violator and had one or more of the alleged violations committed against Plaintiffs, and therefore are properly suited to represent the interests of other current and former Represented Employees.

223. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

224. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,

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subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

225. As to Defendants' violations of Labor Code §§ 212, 221-224, and 970, instead of paying Plaintiff HERNANDEZ the promised rate of $20 per hour, Defendants issued her two checks: one in the net amount of $94.89 after a "postage fee" deduction in the amount of $48.30, and a second check in the amount of $130, constituting unlawful deductions and fraud.

226. As to Labor Code § 204.1, § 204.1 requires that wages paid by check be payable in cash, on demand, without discount, at an established place of business in the State of California, the name and address of which must appear on the instrument, but this information was absent from the checks issued to the Plaintiff and Aggrieved Employees.

227. As to Labor Code § 208, every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor.

228. Based on information and belief, Defendants have a policy and practice of failing to provide Aggrieved Employees who are terminated with their

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final paychecks at the place of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the office or agency of Defendants in the county where the work was performed in violation of Labor Code § 208.

229. As to Labor Code § 976, this statute provides, "No person shall publish or cause to be published any advertisement, solicitation or communication in any newspaper, poster, or letter, offering employment as a salesman, broker or agent whether as an employee or independent contractor, which advertisement, solicitation or communication (a) is willfully designed to mislead any person as to compensation or commissions which may be earned; or (b) falsely represents the compensation or commissions which may be earned."

230. Plaintiffs are informed and believe and based thereupon allege that Defendants have a policy and/or practice of offering prospective employees, including Aggrieved Employees, a higher compensation and commission that is misleading as it falsely represents the compensation or commission that will be earned during employment, as the actual compensation or commission earned is lower than that which is offered to induce employment or continued employment in violation of Labor Code § 976.

231. As to Labor Code § 432.5, Plaintiffs are informed and believe and based thereupon allege that Defendants have a policy and/or practice of using a number of unlawful forms in their business, such as background check disclosure forms that fail to comply with the Fair Credit Reporting Act and/or the Investigative Consumer Reporting Agencies Act, among other forms.

232. As to Labor Code § 2441, § 2441(a) mandates that "[e]very employer of labor in this state shall, without making a charge therefor, provide fresh and pure drinking water to his or her employees during working hours. Access to the drinking water shall be permitted at reasonable and convenient times and places."

233. Plaintiffs are informed and believe and based thereupon allege that Defendants maintain a policy and practice of failing to provide fresh and pure

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drinking water to Plaintiff and Aggrieved Employees during working hours at reasonable and convenient times and places in violation of Labor Code § 2441.

234. As to Plaintiffs Labor Code § 2810.5 claim, Plaintiffs allege that the Defendants failed to issue to the named Plaintiff and Aggrieved Employees statutory notice.

235. Based on further information and belief, Defendants have a policy and practice of requiring Aggrieved Employees to incur fees to collect their paychecks in violation of Labor Code § 212.

236. Labor Code § 558 establishes a civil penalty as follows: Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) for each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

237. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of California and Aggrieved Employees, seeks to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. That Defendants be found liable to the Plaintiff on behalf of the State of California and Aggrieved Employees;

2. For all remedies available to the Plaintiff on behalf of the State of

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California and Aggrieved Employees under the applicable provisions of the Labor Code via the PAGA Labor Code § 2698, *et seq*. according to proof to the extent permitted by law;

3. For maximum civil penalties available to the Plaintiff on behalf of the State of California and Aggrieved Employees under the Labor Code and applicable Wage Order as described more particularly in this Complaint, representative PAGA claims including the payment of wages as set forth in Labor Code § 558;

4. That Plaintiff on behalf of the State of California and Aggrieved Employees be awarded reasonable attorneys' fees where available by law, including but not limited to pursuant to Labor Code § 2698, *et seq*., Code of Civil Procedure § 1021.5, and/or other applicable laws; and

5. For any other relief the Court may deem just, proper, and equitable, including but not limited to injunctive relief requiring, among other things, that Defendants classify contractors as employees, not independent contractors.

Dated: June 15, 2026

Law Office of Thomas D. Rutledge

By: */s/Thomas D. Rutledge*
Thomas D. Rutledge, Esq.
Attorneys for Plaintiffs

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Exhibit 1

01/23/2026 Stephanie Hernandez

Date	Type	Reference	Original Amount	Balance Due	Payment
01/23/2026	Vendor Credit	Postage Fee	-48.30	-48.30	-48.30
01/10/2026	Bill	2601-0765	143.19	143.19	143.19

NORTON NATIONAL

Check Amount 94.89 38572

Chase checking 8937 94.89

02/13/2026 Stephanie Hernandez

Date	Type	Reference	Original Amount	Balance Due	Payment
01/24/2026	Bill	2602-0240	130.00	130.00	130.00

NORTON NATIONAL

Check Amount 130.00 38575

Chase checking 8937 130.00