

Tyler J. Woods (SBN 232464)
tyler.woods@wilshirelawfirm.com
Cheryl A. Kenner (SBN 305758)
cheryl.kenner@wilshirelawfirm.com
Tanner F. Hosfield (SBN 345818)
tanner.hosfield@wilshirelawfirm.com

WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff BILAL GHASSAN
ZANTOUT, individually, and on behalf of all
others similarly situated

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

BILAL GHASSAN ZANTOUT,
individually, and on behalf of all others
similarly situated, and on behalf of the State
of California and other aggrieved persons,

Plaintiff,

v.

SYMPLE LENDING LLC, a Wyoming
Limited Liability Corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 30-2026-01574395-CU-OE-CXC

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Minimum and Straight-Time Wages (Lab. Code §§ 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7 and 512);
4. Failure to Authorize and Permit Rest Breaks (Lab. Code § 226.7);
5. Failure to Timely Pay Wages Owed Every Pay Period During Employment (Lab. Code § 204);
6. Failure to Timely Pay Wages upon Separation of Employment (Lab. Code §§ 201-203);
7. Failure to Furnish Timely, Accurate Itemized Wage Statements (Lab. Code § 226);
8. Failure to Reimburse Employees for Necessary, Business-Related Expenses (Lab. Code § 2802);
9. Failure to Keep and Maintain Required Records (Lab. Code §§ 226, and 1174);
10. Violation of California's Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*); and
11. Civil Penalties Under Private Attorneys General Act of 2004 (Lab. Code §§ 2698; *et seq.*).

DEMAND FOR JURY TRIAL

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

Plaintiff BILAL GHASSAN ZANTOUT (“Plaintiff”), on behalf of himself and all others similarly situated, by and through his attorneys, Wilshire Law Firm, hereby files this First Amended Class and Representative Action Complaint against Defendant SYMPLE LENDING LLC, a Wyoming Limited Liability Corporation; and DOES 1 through 10, inclusive, (collectively, “Defendants”), and states as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendants for California Labor Code violations and unfair, unlawful, and/or fraudulent business practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight-time, and overtime wages); failure to provide legally compliant meal periods, failure to authorize and permit legally compliant rest breaks; failure to timely pay wages owed every pay period during employment; failure to timely pay all wages owed upon separation of employment; failure to furnish timely, accurate itemized wage statements; failure to reimburse all necessary, business-related expenses; failure to keep and maintain required records; for unfair, unlawful, and/or fraudulent business practices, and for civil penalties.

2. Plaintiff brings the First through Tenth Causes of Action, individually, and on behalf of a Class of certain current and former employees of Defendants (collectively, the “Class” or “Class Members,” defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendant in California as hourly-paid or non-exempt employees during the statute of limitations period applicable to the claims pleaded herein.

3. Plaintiff brings the Eleventh Cause of Action as a representative action under California’s Private Attorneys General Act of 2004 (“PAGA”) to recover civil penalties from Defendants on behalf of himself, the State of California, and current and former hourly-paid and non-exempt employees who work/worked for Defendants in the State of California during the statute of limitations period for his PAGA claim (“Aggrieved Employees”).

4. Defendants own/owned and operate/operated a business within the State of California, including in Orange County. As such and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code,

the Industrial Welfare Commission's ("IWC") Wage Orders, and the California Business & Professions Code.

5. Despite these requirements, throughout the statutory period, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including all minimum, straight-time, and overtime wages, in compliance with the California Labor Code and IWC Wage Order;
- (b) Failed to keep and maintain accurate records of all hours worked, including all meal periods taken or missed;
- (c) Failed to provide Class Members timely, full-length, and duty-free, uninterrupted meal periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour of pay at the regular rate for each workday with a meal period violation;
- (d) Failed to authorize and permit Class Members to take timely, duty-free, full-length rest breaks in compliance with the California Labor Code and IWC Wage Order, and failed to pay an additional hour of pay at the regular rate for each workday with a rest break violation;
- (e) Failed to reimburse Class Members for all necessary, business-related expenditures incurred in carrying out their duties of employment, as required by the California Labor Code and IWC Wage Order; and
- (f) Failed to provide Class Members with timely, accurate itemized wage statements containing all information required by the California Labor Code and IWC Wage Orders; and
- (g) Willfully failed to pay Class Members all outstanding minimum wages, straight-time wages, overtime wages, meal period premium wages, and/or rest break premium wages due to each separating Class Member at the time of separation from Defendants, within the applicable time period set forth under the California Labor Code.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each of the foregoing paragraphs as employers of Plaintiff and Class Members. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of *respondeat superior*.

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in Orange County, California as an hourly-paid, non-exempt employee in the position of Loan Specialist from approximately December 2025 through March 4, 2026. Plaintiff's job responsibilities included scheduling and taking calls, pitching loans, pivoting customers to debt relief, and enrolling customers into debt relief. Plaintiff typically worked eight or more hours per workday, five days a workweek, and over 40 hours or more per workweek.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law, as well as to add additional claims.

B. Defendants

10. Defendant SYMPLE LENDING LLC is, on information and belief, a Wyoming Limited Liability Corporation with its principal place of business in Tampa, Florida at 1150 Assembly Drive, Suite 410, Tampa, Florida 33607 and its California operations in Irvine, California located at 3351 Michelson Drive, Suite 400, Irvine, California 92612. SYMPLE LENDING is operating as a financial services company that provides personal loans, consolidation loans, and home improvement loans to customers.¹ SYMPLE LENDING is at all times herein, an

¹ <https://symplelending.com/about-us#> (last accessed July 31, 2026).

1 employer whose employees are engaged throughout this County, in the State of California.
2 SYMPLE LENDING directed and supervised Plaintiff's work.

3 11. Plaintiff alleges, on information and belief, that Defendants are, and at all times
4 herein mentioned, were:

- 5 (a) Business entities that operate a financial services company that provides
6 personal loans, consolidation loans, and home improvement loans to
7 customers;
- 8 (b) Business entities qualified to do business and actually conducting business
9 in numerous counties throughout the State of California, including in Orange
10 County; and,
- 11 (c) The former employers of Plaintiff and the current and/or former employer of
12 the Class Members because Defendants engaged Plaintiff and the Class to
13 work; and/or suffered and permitted Plaintiff and the Class to work, and/or
14 controlled or had the power and authority to control the Class's wages, hours,
15 or working conditions.

16 12. At all relevant times, Defendants were and are legally responsible for all of the
17 unlawful conduct, policies, practices, acts, and omissions as described in each and all of the
18 foregoing paragraphs as employer of Plaintiff and the Class. Further, Defendants are responsible
19 for each of the unlawful acts or omissions complained of herein under the doctrine of *respondeat*
20 *superior*.

21 13. Plaintiff does not know the true names or capacities of the persons or entities sued
22 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
23 of the Doe Defendants are in some manner legally responsible for the damages suffered by Plaintiff
24 and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true names and
25 capacities of these Defendants when they have been ascertained, together with appropriate charging
26 allegations, as may be necessary.

27 14. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
28 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or

1 injured a significant number of the Plaintiff and the Class in the State of California.

2 15. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each
3 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and Class
4 Members defined in the class definition below, and exercised control over Plaintiff and Class
5 Members' wages, hours, and working conditions. Plaintiff is informed and believes and thereon
6 alleges that, at all relevant times, each defendant was the principal, agent, partner, joint venturer,
7 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
8 interest and/or predecessor in interest of some or all of the other defendants, and was engaged with
9 some or all of the other defendants in a joint enterprise for profit, and bore such other relationships
10 to some or all of the other defendants so as to be liable for their conduct with respect to the matters
11 alleged below. Plaintiff is informed and believes and thereon alleges that each defendant acted
12 pursuant to and within the scope of the relationships alleged above, that each defendant knew or
13 should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted
14 the conduct of all other defendants.

15 **JURISDICTION AND VENUE**

16 16. This Court has jurisdiction over this matter because Plaintiff brings this First
17 Amended Complaint for various violations of the California Labor Code and Industrial Welfare
18 Commission ("IWC") Wage Orders, Defendants are business entities operating in California, and
19 Plaintiff is a California resident.

20 17. This class action is brought pursuant to California Code of Civil Procedure section
21 382. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal
22 jurisdiction limits of the Superior Court and will be established according to proof at trial. This
23 Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section
24 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.
25 Plaintiff's share of damages, penalties, and other relief sought in this action does not exceed
26 \$75,000.

27 18. Venue is proper in this judicial district because Defendants maintain offices, have
28 agents, and/or transact business in the County of Orange, California.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. Plaintiff worked for Defendants in Orange County, California as an hourly-paid, non-exempt employee from approximately December 2025 through March 4, 2026 in the position of Loan Specialist. Plaintiff's job responsibilities included scheduling and taking calls, pitching loans, pivoting customers to debt relief, and enrolling customers into debt relief. Plaintiff generally worked eight or more hours per workday, five days a workweek, and 40 or more hours per workweek.

20. Plaintiff brings this action against Defendants for Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (minimum, straight-time, and overtime wages); failure to provide meal periods; failure to authorize and permit rest breaks; failure to timely pay all wages owed every pay period during employment; failure to timely pay all wages upon separation of employment; failure to furnish timely, accurate wage statements; failure to reimburse employees for necessary, business-related expenses; failure to keep and maintain required records; and for unfair, unlawful, and/or fraudulent business practices. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative of the class.

21. Plaintiff brings these causes of action individually, on behalf of himself, and as a class action, on behalf of certain current and former employees of Defendants (collectively, the "Class" or "Class Members," defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

22. Defendants own and operate a business within the State of California, including in Orange County. As such and based on all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the Labor Code, Wage Orders issued by the IWC, and the California Business & Professions Code.

23. Despite these requirements, throughout the statutory period, Defendants willfully failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiff and Class

Members and instead maintained a systematic, company-wide policy and practice of committing Labor Code violations on a regular basis, including but not limited to:

- (a) Failing to pay Plaintiff and Class Members for all hours worked, including minimum, straight time, and overtime wages. For example, Defendants:
 - i. failed to pay Plaintiff and Class Members for all hours worked and failed to pay some of this unpaid work at the overtime rate, as required; and/or
 - ii. required Plaintiff and Class Members to continue working during unpaid meal periods; and/or
 - iii. failed to compensate Plaintiff and Class Members with meal period premiums and rest break premiums for noncompliant meal periods and rest breaks.
- (b) Failing to provide Plaintiff and Class Members with timely, uninterrupted, duty-free meal periods. For example, Defendants:
 - i. required Plaintiff and Class Members to work in excess of five consecutive hours a workday without providing a timely 30-minute meal period; and/or
 - ii. required Plaintiff and Class Members to work in excess of five consecutive hours a workday without providing an uninterrupted, off-duty 30-minute meal period; and/or
 - iii. required Plaintiff and Class Members to work in excess of five consecutive hours a workday without providing a full-length 30-minute meal period; and/or
 - iv. failed to compensate Plaintiff and Class Members with meal period premiums for noncompliant meal periods; and/or
 - v. failed to maintain accurate records of all meal periods Plaintiff and Class Members took or did not take.
- (c) Failing to authorize and permit Plaintiff and Class Members to take timely,

duty-free rest breaks. For example, Defendants:

- i. required Plaintiff and Class Members to work in excess of four consecutive hours a workday without authorizing and permitting Plaintiff and Class Members to take a 10-minute, uninterrupted, duty-free rest break for every four hours of work (or major fraction of four hours); and/or
- ii. failed to compensate Plaintiff and Class Members with rest-break premiums for noncompliant rest breaks; and/or
- iii. continued to assert control over Plaintiff and Class Members by requiring, pressuring, or encouraging Plaintiff and Class Members to perform work tasks for Defendants' benefit instead of authorizing and permitting Plaintiff and Class Members to take compliant full-length, off-duty rest breaks.

(d) Failing to reimburse Plaintiff and Class Members for all necessary, business-related expenses Class Members incurred within the scope of their employment. For instance, Defendants:

- i. failed to reimburse Plaintiff and Class Members for using their personal cell phones required to complete duties necessary for work.
- ii. failed to reimburse Plaintiff and Class Members for purchasing devices, such as noise-cancelling headsets, required to complete duties necessary for work.

(e) Failing to provide Plaintiff and Class Members with accurate, itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, such as the legal name of the employing entity and the entity's address; meal period/rest break premiums owed; the correct total number of hours worked, including the correct overtime hours worked; the correct rates of pay for each category of hours worked (e.g., straight time rates, overtime rates); the correct net pay and the correct gross pay, both for

the pay period and year to date; and the correct calculation of the regular rate of pay for overtime hours worked.

(f) Failing to timely pay Plaintiff and Class Members their final pay due upon separation of employment, including, but not limited to, business-related expenses, minimum wages, straight-time wages, overtime wages, meal period premium wages, rest break premium wages, and accrued paid time off.

(g) Failing to timely pay all wages owed each pay period during Plaintiff and Class Members' employment.

(h) Failing to maintain required records including timekeeping and payroll records. For example, Defendants:

i. failed to keep and maintain records of the correct total hours Plaintiff and Class Members worked each workday and the corresponding wages owed; and/or

ii. failed to keep and maintain records of Plaintiff's and Class Members' correct start and stop times for their actual hours worked and meal periods or lack thereof each workday; and/or

iii. failed to keep and maintain records of Plaintiff's and Class Members' correct meal period premiums owed and rest break premiums owed; and/or

iv. failed to keep and maintain records of Plaintiff's and Class Members' correct overtime hours worked and overtime wages owed during employment; and/or

v. failed to keep and maintain records of Plaintiff's and Class Members' correct gross and net pay owed each pay period and year to date.

24. On information and belief, Defendants, and each of them, were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their

1 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
2 willful and deliberate.

3 25. As a result of these violations of Labor Code section 226(a), Plaintiff and Class
4 Members suffered injury because, among other things:

- 5 (a) the violations led Plaintiff and Class Members to believe that they were not
6 entitled to be paid minimum, straight-time, and overtime wages, meal period
7 premium wages, and rest break premium wages, even though they were
8 entitled;
- 9 (b) the violations led Plaintiff and Class Members to believe that they had been
10 paid minimum, straight-time, and overtime wages, meal period premium
11 wages, and rest break premium wages, even though they had not been;
- 12 (c) the violations led Plaintiff and Class Members to believe they were not
13 entitled to be paid minimum, straight-time, and overtime wages, meal period
14 premium wages, and rest break premium wages, all at the correct California
15 rate, even though they were entitled to be paid as such;
- 16 (d) the violations led Plaintiff and Class Members to believe they had been paid
17 minimum, straight-time, and overtime wages, meal period premium wages,
18 and rest break premium wages at the correct California rate, even though
19 they had not been;
- 20 (e) the violations hindered Plaintiff and Class Members from determining the
21 amounts of minimum, straight-time, and overtime wages, meal period
22 premium wages, and rest break premium wages owed to them;
- 23 (f) in connection with Plaintiff's and Class Members' employment before and
24 during this action, and in connection with prosecuting this action, the
25 violations required Plaintiff and Class Members to perform mathematical
26 computations to determine the amounts of wages owed to them,
27 computations they would not have to make if the wage statements contained
28 the required accurate information;

(g) by understating the wages truly due to Plaintiff and Class Members, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and

(h) the wage statements inaccurately understated the hours, wage rates, and wages, to which Plaintiff and Class Members were entitled, and Plaintiff and Class Members were paid less than the wages and wage rates to which they were entitled.

26. Thus, Plaintiff and Class Members are owed the amounts provided for in Labor Code section 226(e) and injunctive relief under Labor Code section 226(h).

CLASS ACTION ALLEGATIONS

27. Plaintiff brings certain claims individually, on behalf of himself and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

28. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

29. The proposed² Class consists of and is defined as:

All current and former hourly-paid or non-exempt employees who work or worked in California for any Defendant at any time during the period beginning four years before the filing of the initial complaint in this action through the first day of trial.

30. At all material times, Plaintiff was a member of the Class.

31. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

32. There is a well-defined community of interest in the litigation, and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so

² Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class definition with greater particularity or further division into subclasses or limitation to particular issues.

1 numerous that joinder of all members would be unfeasible and impractical.
2 The membership of the Class is unknown to Plaintiff at this time; however,
3 the Class is estimated to be greater than 100 individuals, and the identity of
4 such membership is readily ascertainable by inspection of Defendants'
5 records.

6 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
7 the interests of each Class Member with whom there is a shared, well-defined
8 community of interest, and Plaintiff's claims are typical of all Class
9 Members' claims, as demonstrated herein.

10 (c) Adequacy: Plaintiff is qualified to, and will, fairly, and adequately protect
11 the interests of each Class Member with whom there is a shared, well-defined
12 community of interest and typicality of claims, as demonstrated herein.
13 Plaintiff has no conflicts with or interests antagonistic to any Class Member.
14 Plaintiff's attorneys, proposed Class counsel, are versed in the rules
15 governing class action discovery, certification, and settlement. Plaintiff has
16 incurred, and throughout the duration of this action, will continue to incur
17 costs and attorneys' fees that have been, are, and will be necessarily
18 expended for the prosecution of this action for the substantial benefit of each
19 Class Member.

20 (d) Superiority: A class action is superior to other available methods for the fair
21 and efficient adjudication of the controversy, including consideration of:

- 22 1) The interests of the members of the Class in individually controlling
23 the prosecution or defense of separate actions;
- 24 2) The extent and nature of any litigation concerning the controversy
25 already commenced by or against members of the Class;
- 26 3) The desirability or undesirability of concentrating the litigation of the
27 claims in the particular forum; and
- 28 4) The difficulties likely to be encountered in managing a class action.

1 33. Public Policy Considerations: The public policy of the State of California is to
2 resolve the Labor Code claims of many employees through a class action. Indeed, current
3 employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former
4 employees are also fearful of bringing actions because they believe their former employers might
5 damage their future endeavors through negative references and/or other means. Class actions
6 provide the Class Members not named in the complaint with a type of anonymity that allows for
7 both their rights to be vindicated and their privacy protected.

8 34. There are common questions of law and fact as to the Class (and each subclass, if
9 any) that predominate over questions affecting only individual members, including without
10 limitation, whether, as alleged herein, Defendants have:

- 11 (a) Failed to pay Class Members for all hours worked, including minimum,
12 straight-time, and overtime wages;
- 13 (b) Failed to provide Class Members meal periods or else pay meal period
14 premium wages;
- 15 (c) Failed to authorize and permit Class Members to take rest breaks or else pay
16 rest break premium wages;
- 17 (d) Failed to reimburse Class Members for all necessary, business-related
18 expenses;
- 19 (e) Failed to provide Class Members with timely, accurate itemized wage
20 statements;
- 21 (f) Failed to provide Class Members with timely final wages upon separation of
22 employment;
- 23 (g) Failed to timely pay all wages owed each pay period during Class Members'
24 employment;
- 25 (h) Failed to keep and maintain required records; and
- 26 (i) Violated California Business & Professions Code sections 17200, *et. seq.* as
27 a result of their unfair, unlawful, and/or fraudulent conduct described herein.

28 35. This Court should permit this action to be maintained as a class action pursuant to

California Code of Civil Procedure section 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the Class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a well-defined community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate Class Members for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual Class Members, which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Multiple adjudications brought by individual Class Members, which would, as a practical matter, be dispositive of the interests of other non-party Class Members to those adjudications, or would substantially impair or impede non-party Class Members' ability to protect their interests, including but not limited to the potential that funds available from Defendants would be exhausted by those multiple adjudications; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to

the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

36. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

Failure to Pay All Minimum and Straight Time Wages for All Hours Worked in Violation of Cal. Lab. Code §§ 510, 1194, 1194.2, and 1197 (Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

37. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

38. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

39. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff and the Class compensation for all hours they worked. For example, Defendants pressured Plaintiff and Class Members to perform off-the-clock work, without compensation, which occurred before clocking in for the day, during meal periods, and after clocking out at the end of their shifts. Additionally, Defendants required Plaintiff and Class Members to perform work in the form of completing calls with customers during off-the-clock, unpaid meal periods when those calls began prior to the start of the meal periods but those meal periods needed to commence on time to be considered compliant so as to not trigger meal period violations. Furthermore, Defendants deducted from Plaintiff's pay such that during some pay periods, Plaintiff earned below minimum wage. By their failure to compensate Plaintiff and Class Members for all hours worked, Defendants

1 willfully violated the provisions of Labor Code section 1194 and the applicable Wage Order.

2 40. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight-
3 time wages for all non-overtime hours worked for Defendants.

4 41. By and through Defendants' conduct, Plaintiff and Class Members have been
5 deprived of their right to be paid all wages earned during their employment with Defendants.

6 42. By and through Defendants' unlawful failure to compensate Plaintiff and Class
7 Members for all of their straight hours worked, Plaintiff and Class Members have suffered, and
8 will continue to suffer, damages in an amount presently unknown to Plaintiff and the Class but will
9 be ascertained according to proof at trial.

10 43. By failing to keep adequate time records required by Labor Code section 1174(d),
11 Defendants have made it difficult to calculate the full extent of minimum wages due to Plaintiff
12 and Class Members.

13 44. Pursuant to Labor Code section 1194.2, Plaintiff and Class Members are entitled to
14 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

15 45. Plaintiff and Class Members are also entitled to seek recovery of all unpaid
16 minimum and straight-time wages, interest, and reasonable attorneys' fees and costs pursuant to
17 Labor Code sections 218.5, 218.6, and 1194(a).

18 **SECOND CAUSE OF ACTION**

19 **Failure to Pay All Overtime Wages**

20 **in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 4-2001, § 3**

21 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

22 46. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
23 paragraphs.

24 47. California Labor Code sections 510, 1194, and 1198 require employers to pay at
25 least minimum wage for all hours worked, pay overtime wages payable at the rate of at least 1.5
26 times the regular rate of pay for more than eight hours in a workday or more than 40 hours in a
27 workweek. Employees are entitled to double overtime wages payable at the rate of at least twice
28 the regular rate of pay for work in excess of 12 hours in a workday or work in excess of eight hours

1 on any seventh day of a workweek. For purposes of computing the overtime rate of compensation
2 required to be paid to a non-exempt full time salaried employee, the employee's regular hourly rate
3 shall be 1/40th of the employee's weekly salary. The regular rate shall be 1/8th of the employee's
4 daily rate. Payment of a fixed salary to a non-exempt employee shall be deemed to provide
5 compensation only for the employee's regular, non-overtime hours, notwithstanding any private
6 agreement to the contrary. Cal. Lab. Code § 515(d).

7 48. At all times relevant herein, Plaintiff and the Class were non-exempt employees and
8 regularly worked more than eight hours in a workday and/or more than 40 hours in a workweek
9 and were entitled to the protections of California Labor Code sections 510 and 1194 and the
10 applicable IWC Wage Order. However, Defendants failed to compensate Plaintiff and Class
11 Members for all overtime hours worked as required under California Labor Code sections 510 and
12 1194 and the applicable IWC Wage Order by, *inter alia*: requiring, permitting, or suffering Plaintiff
13 and Class Members to work off the clock; requiring, permitting, or suffering Plaintiff and Class
14 Members to work through meal periods, while also failing to include this time worked in Plaintiff's
15 and Class Members' total hours worked and thus, not compensating Plaintiff and Class Members
16 for this off-the-clock time worked.

17 49. At all times relevant herein, Defendants failed to pay Plaintiff and Class Members
18 overtime compensation for the hours they worked in excess of eight hours in a workday and/or 40
19 hours in a workweek, as required by Labor Code sections 510 and 1198.

20 50. By and through Defendants' unlawful failure to pay Plaintiff and Class Members all
21 premium-rate compensation owed for all overtime hours worked, Plaintiff and Class Members have
22 suffered, and will continue to suffer, damages in amounts that are presently unknown to them but
23 do exceed the jurisdictional minimum of this Court and will be ascertained according to proof at
24 trial.

25 51. Plaintiff and Class Members also request recovery of overtime compensation
26 according to proof, interest, attorneys' fees, and costs pursuant to Labor Code section 1194(a), as
27 well as the assessment of any statutory penalties against Defendants, in a sum as provided by the
28 Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

**in Violation of Cal. Labor Code §§ 226.7 and 512; IWC Wage Order No. 4-2001, § 11
(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

52. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

53. California law requires employers to provide employees with an uninterrupted, duty-free (relieved of all duties) meal period of no less than 30 minutes to commence before the end of a five-hour work period. A second meal period of no less than 30 minutes is required if an employee works more than 10 hours in one day. Cal. Lab. Code §§ 226.7 and 512; applicable IWC Wage Order, § 11; and *Brinker Restaurant Corp. v. Superior Ct.* (2012) 53 Cal.4th 1004, 1049. The Wage Order’s meal period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period. *Id.* at 1036. An employer must relinquish control over the employee’s activities, permit a reasonable opportunity to take an uninterrupted, 30-minute meal period, and not impede or discourage an employee from taking a meal period. *Id.* at 1040. If the employee is not relieved of all duty during a meal period, the meal period shall be considered an “on-duty” meal period and counted as time worked. *Id.* at 1035. “An employer may not undermine a formal policy of providing meal periods by pressuring employees to perform their duties in ways that omit meal periods. *Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–63; *see also Jaimez v. Daihatsu USA, Inc.* (2010) 181 Cal.App.4th 1286, 1304–1305 (proof of common scheduling policy that made taking meal periods extremely difficult would show violation); *Dilts v. Penske Logistics, LLC* (S.D. Cal. 2010) 267 F.R.D. 625, 638 (indicating informal anti-meal-period policy “enforced through ‘ridicule’ or ‘reprimand’” would be illegal). “The wage orders and governing statute do not countenance an employer’s exerting coercion against the taking of, creating incentives to forgo, or otherwise encouraging the skipping of legally protected breaks.” *Brinker*, 53 Cal.4th at 1040.

54. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee’s regular rate of pay for

each workday that a legally-required, compliant meal period was not provided. Cal. Lab. Code § 226.7(c). The California Supreme Court held that premium pay for an employee’s noncompliant meal period or rest break constitutes “wages,” so a failure to pay owed meal period premiums and/or rest break premiums constitutes an employer’s failure to pay wages. *Naranjo v Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93.

55. Defendants regularly failed to provide Plaintiff and Class Members timely, full 30-minute meal periods for each five-hour period of work as required under the foregoing provisions of the California Labor Code and applicable IWC Wage Order. For example, frequently, Plaintiff and Class Members were required to work off the clock during unpaid meal breaks by finishing calls with customers that were still in progress at the time that Plaintiff’s and Class Members’ meal periods needed to commence. During such calls in progress, Plaintiff and Class Members were instructed to and did clock out to avoid trigger late meal periods. Defendants completely failed to compensate Plaintiff and the Class with meal period premiums for such noncompliant meal periods or else failed to pay those premiums at the regular rate of pay. By their failure to provide Plaintiff and Class Members all meal periods as alleged above (or because Defendants made it impossible or impracticable to take full-length, timely, off-duty meal periods), Defendants willfully violated the provisions of Labor Code section 226.7 and the applicable Wage Order.

56. Under California law, Plaintiff and Class Members are entitled to be paid an additional hour of pay at the regular rate of pay for each workday on which Defendants failed to provide Plaintiff and Class Members with all required meal periods, plus interest thereon.

FOURTH CAUSE OF ACTION

Failure to Authorize and Permit Rest Breaks

in Violation of Cal. Labor Code §§ 226.7, 512, and 1194; IWC Wage Order No. 4-2001, § 12

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

57. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

58. California Labor Code section 226.7 and section 12 of the applicable Wage Order require that employers provide employees timely, uninterrupted, full-length, 10-minute rest breaks,

1 free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to authorize
2 and permit an employee to take a compliant rest break, the employer shall pay the employee a rest
3 break premium wage equal to one hour of pay at the employee's regular rate of compensation for
4 each workday that at least one rest break owed was not compliant. Employees are entitled to one
5 10-minute rest break for shifts from 3–6 hours in length, two 10-minute rest breaks for shifts of
6 over six hours up to 10 hours, three 10-minute rest breaks for shifts over 10 hours up to 14 hours,
7 and so on. *Brinker Restaurant Corp*, 53 Cal.4th at 1029. Furthermore, "Employers must relieve
8 employees of all duties and relinquish control over how employees spend their time during rest
9 breaks. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. This obligation
10 includes allowing employees to leave the premises during their rest breaks and to enjoy that rest
11 break without any expectation that the employee monitor or respond to interruptions or messages.

12 59. Under California law, Plaintiff and the Class are entitled to be paid premium wages
13 equal to one hour of work at their regular rate of pay for each workday they were entitled to but
14 not provided with a rest break, plus interest thereon.

15 60. Despite these legal requirements, Defendants failed to authorize Plaintiff and Class
16 Members to take rest breaks, regardless of whether Plaintiff and Class Members worked more than
17 four hours in a workday. Due to the heavy and demanding workload involving frequent, lengthy
18 calls with customers combined with Defendants' policy to complete calls even if the clock called
19 for a rest break or a meal period, Plaintiff and Class Members were precluded from taking rest
20 breaks; Defendants did not authorize or permit Plaintiff and Class Members to take rest breaks and
21 imposed immense pressure on Plaintiff and Class Members to continue working and skip rest
22 breaks.

23 61. By their failure to permit and authorize Plaintiff and the Class to take rest breaks as
24 alleged above (because Defendants made it impossible or impracticable to take uninterrupted rest
25 breaks), Defendants willfully violated the provisions of Labor Code section 226.7 and the
26 applicable Wage Order.

27 62. Under California law, Plaintiff and the Class are entitled to be paid one hour of
28 premium wages, plus interest, for each workday they were not authorized to take a rest break.

FIFTH CAUSE OF ACTION

Failure to Timely Pay All Wages Owed Every Pay Period During Employment

in Violation of Cal. Lab. Code § 204

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

63. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

64. Labor Code section 204 provides that all wages earned by any person in any employment between the first and fifteenth days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and twenty-sixth days, inclusive, of the month during which the labor was performed.

65. Further, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth and last day of the month, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first and tenth days of the following month.

66. Labor Code section 204 provides that all wages earned for labor in excess of the normal work period (e.g., overtime, double-time) shall be paid no later than the payday for the next regular payroll period. Alternatively, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

67. Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. The applicable IWC Wage Order also provides that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all compensation due, in violation of Labor Code section 204.

68. During the relevant time period, Defendants willfully failed to pay Plaintiff and Class Members all wages due including, but not limited to, minimum, straight-time, and overtime,

1 and/or meal period and rest break premiums, within the time periods specified by Labor Code
2 section 204.

3 69. As such, this cause of action is derivative of Plaintiff's and Class Members' claims
4 for (1) unpaid minimum wages/straight-time wages, (2) unpaid overtime wages, (3) unpaid meal
5 period premiums, and (4) unpaid rest break premiums that were owed but not timely paid to
6 Plaintiff and Class Members every pay period during their employment with Defendants.

7 **SIXTH CAUSE OF ACTION**

8 **Failure to Timely Pay All Wages Due Upon Separation**

9 **in Violation of Cal. Lab. Code §§ 201-203**

10 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

11 70. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
12 paragraphs.

13 71. Labor Code sections 201 and 202 provide that if an employer terminates an
14 employee, the employee's wages earned and unpaid at the time of termination are due and payable
15 immediately, whereas if an employee voluntarily resigns from his or her employment without at
16 least 72 hours' notice, the employee's wages earned and unpaid shall become due and payable not
17 later than 72 hours after resigning, but where the employee has given 72 hours prior notice of his
18 or her intention to quit, then the employee is entitled to receive his or her wages on the last day of
19 employment.

20 72. Within the applicable statute of limitations, Plaintiff and many other Class
21 Members' employment with Defendants ended by termination. Defendants terminated Plaintiff on
22 March 4, 2026, but Defendants did not provide Plaintiff his final paycheck until March 6, 2026,
23 two days later by direct deposit. Therefore, Plaintiff's final wages were not paid timely nor paid in
24 full in light of the accrued unpaid wages. That is, Plaintiff's final paycheck was not adequate to
25 compensate him for all past-due meal period and rest break violations and all past-due straight-
26 time and overtime wages for his off-the-clock time worked throughout his employment. Thus, as
27 to Plaintiff and other terminated Class Members, Defendants have failed to pay Plaintiff and those
28 terminated Class Members all unpaid wages earned through the time of termination immediately

1 when Defendants terminated those employee, as required under Labor Code section 201.

2 73. Within the applicable statute of limitations, many other Class Members'
3 employment with Defendants ended by voluntary resignation. As to those resigned Class Members,
4 Defendants have also failed to pay those resigned Class Members all unpaid wages earned through
5 their last day of work within 72 hours of resignation without advance notice of at least 72 hours,
6 or, for those who gave advance notice of at least 72 hours, then on their last day of work, as required
7 under Labor Code section 202.

8 74. Defendants' failure to timely pay all unpaid wages owed at the time of separation to
9 these separated Class Members described in the two preceding paragraphs violated Labor Code
10 sections 201 and 202.

11 75. Labor Code section 203 provides that if an employer willfully fails to pay all wages
12 owed in accordance with sections 201 and 202, then up to 30 days of the employee's wages at their
13 regular hourly rate of pay shall continue as a penalty wage from the due date through the date
14 Defendants pay the employee's wages or until an action is commenced.

15 76. Thus, pursuant to Labor Code section 203, separated Class Members are entitled to
16 recover from Defendants waiting time penalties equal to up to 30 days of pay at their regular rates
17 of pay for the period from the date the unpaid wages should have been paid through the date they
18 were paid or the date an action is commenced, up to a maximum of 30 days.

19 77. Pursuant to Labor Code sections 218.5, 218.6, and 1194, Plaintiff and separated
20 Class Members are also entitled to an award of reasonable attorneys' fees, interest, expenses, and
21 costs incurred in this action.

22 **SEVENTH CAUSE OF ACTION**

23 **Failure to Furnish Timely, Accurate Wage Statements**

24 **in Violation of Cal. Lab. Code §§ 226 and 226.3**

25 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

26 78. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
27 paragraphs.

28 79. At all material times set forth herein, Labor Code section 226(a) provides that every

1 employer shall furnish each of his or her employees an accurate itemized wage statement in writing
2 showing nine pieces of information, including: (1) gross wages earned; (2) total hours worked by
3 the employee; (3) the number of piece-rate units earned and any applicable piece rate if the
4 employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on
5 written orders of the employee may be aggregated and shown as one item; (5) net wages earned;
6 (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee
7 and the last four digits of his or her social security number or an employee identification number
8 other than a social security number; (8) the name and address of the legal entity that is the employer;
9 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of
10 hours worked at each hourly rate by the employee.

11 80. Defendants have failed to furnish Plaintiff and the Class accurate, itemized wage
12 statements showing Defendants' correct legal address, the correct premium wages owed for
13 noncompliant meal periods and noncompliant rest breaks for each pay period, the correct number
14 of straight and overtime hours worked each pay period, all wages due for all hours worked, and the
15 correct gross and net wages earned each pay period and year to date, among other things.

16 81. Defendants have intentionally and willfully failed to provide employees with
17 complete and accurate wage statements compliant with these Labor Code sections, because
18 Defendants adopted and implemented the underlying policies that led to these inaccurate wage
19 statements, and it is not the case that just a single wage statement was inaccurate—the inaccuracies
20 described above persisted from pay period to pay period.

21 82. As a result of Defendants' violations of Labor Code section 226(a), Plaintiff and
22 Class Members have suffered injury and damage to their statutorily protected rights.

23 83. Specifically, Plaintiff and Class Members have been injured by being denied their
24 legal right to receive and their protected interest in receiving accurate, itemized wage statements.

25 84. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
26 time consuming. As a result of this unlawful burden, Plaintiff and the Class have also been injured
27 by having to bring this action to attempt to obtain correct wage information following Defendants'
28 refusal to comply with the Labor Code and related laws and regulations.

1 85. Plaintiff and the Class are entitled to recover from Defendants the greater of their
2 actual damages caused by Defendants' failure to comply with Labor Code section 226(a), or an
3 aggregate penalty not to exceed \$4,000 per employee.

4 86. Plaintiff and the Class are also entitled to injunctive relief and an award of attorneys'
5 fees and costs to ensure compliance with Labor Code section 226(h).

6 **EIGHTH CAUSE OF ACTION**

7 **Failure to Reimburse All Necessary, Business-Related Expenses**

8 **in Violation of Cal. Lab. Code § 2802**

9 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

10 87. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
11 paragraphs.

12 88. Labor Code section 2802(a) requires employers to indemnify and reimburse their
13 employees for all necessary, business-related expenses or losses incurred by employees in direct
14 discharge of employees' duties.

15 89. Defendants required Plaintiff and Class Members to incur necessary, business-
16 related expenses and losses to carry out Plaintiff's and Class Members' duties. Such necessary,
17 business-related expenditures and losses Plaintiff and Class Members incurred include costs for (1)
18 the use of Plaintiff's and Class Members' personal cell phones—required for two-factor
19 authentication to access and log into work sites—and (2) the purchase of noise-cancelling headset
20 devices needed to conduct frequent, lengthy telephone calls with customers while suppressing the
21 background noise at Defendants' busy call center.

22 90. Despite the required tools of personal cell phones and headset devices for frequent,
23 lengthy, telephone calls that suppress background noise, Defendants failed to provide Plaintiff and
24 Class Members alternatives to Plaintiff's and Class Members' personal cell phones and headset
25 devices.

26 91. As such, Defendants violated Labor Code section 2802 by failing to indemnify and
27 reimburse Plaintiff and the Class for all necessary, business-related expenses and losses tied to the
28 use of Plaintiff's and Class Members' use of their personal cell phones and purchases of headset

1 devices for work, those expenses of which were in direct consequence of the discharge of Plaintiff's
2 and Class Members' duties and at Defendants' direction.

3 92. As a result, Plaintiff and the Class were damaged at least in the amounts of the
4 expenses they paid.

5 93. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs
6 of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b),
7 which provides "interest at the same rate as judgments in civil actions . . . accrue[d] from the date
8 on which the employee incurred the necessary expenditure or loss."

9 **NINTH CAUSE OF ACTION**

10 **Failure to Keep and Maintain Required Records**

11 **in Violation of Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 7**

12 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

13 94. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
14 paragraphs.

15 95. California Labor Code section 1174(d) provides that "[e]very person employing
16 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
17 employed and the ages of all minors" and "[keep, at a central location in the state or at the plants
18 or establishments at which employees are employed, payroll records showing the hours worked
19 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable
20 piece rate paid to, employees employed at the respective plants or establishments"]

21 96. During the relevant time period, and in violation of Labor Code section 1174(d),
22 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Class Members
23 showing the daily hours they worked and the wages paid thereto as a result of failing to record the
24 off-the-clock hours that they worked. More specifically, Defendants failed to maintain required
25 timekeeping and payroll records including: (i) the correct total hours Plaintiff and Class Members
26 worked each workday; (ii) the correct start and stop times for of Plaintiff's and Class Members'
27 actual hours worked each workday; (iii) the correct meal period premiums and rest break premiums
28 Defendants owed Plaintiff and Class Members; (iv) the correct overtime rates and overtime wages

Defendants owed Plaintiff and Class Members during employment; and (v) the correct gross and net pay Defendants owed Plaintiff and Class Members each pay period and year to date.

97. Because Defendants violated Labor Code section 1174(d), Plaintiff and Class Members are entitled to recover damages and penalties under Labor Code section 226(e).

98. During the Class Period, as part of Defendants' illegal payroll policies and practices to deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and intentionally failed to maintain records as required under California Labor Code sections 226 and 1174, and section 7 of the applicable IWC Wage Orders, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized wage statements. Namely, Defendants did not ensure that the times recorded by Plaintiff and Class Members were the actual start and stop times for all work periods to capture the accurate total number of hours worked. Defendants also failed to establish a mechanism by which Class Members could add or report unrecorded time.

99. Labor Code section 1174.5 provides in pertinent part that "[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 . . . shall be subject to a civil penalty of five hundred dollars (\$500)."

100. As a proximate result of Defendants' unlawful acts and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available civil and statutory penalties, an award of costs, expenses, reasonable attorneys' fees set forth in Labor Code section 1174.5 and elsewhere, and all other available remedies.

TENTH CAUSE OF ACTION

Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200, *et seq.*

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

101. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

102. Defendants, and each of them, are “persons” as defined under California Business & Professions Code section 17201.

103. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class Members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

104. Defendants’ conduct, as alleged herein, constitutes “business acts and practices” that affect Defendants’ competitors in violation of California Business & Professions Code sections 17200, *et seq.*

105. Under the unlawful prong, a violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described above in the foregoing causes of action constitute statutory violations and are therefore unlawful.

106. Under the unfair prong, a violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on conduct—a business act—that is injurious to Defendants’ competitors and in violation of public policy, because all such conduct is immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent business practices in violation of California Business & Professions Code sections 17200, *et seq.*

107. Under the fraudulent prong, a violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on Defendants’ conduct that is likely to deceive the general public and requires that Plaintiff relied on Defendants’ misrepresentations to Plaintiff’s detriment, regardless of whether those misrepresentations were or were not intentional. Defendants’ conduct in issuing Plaintiff’s inaccurate wage statements constitutes Defendants’ unfair, unlawful, and/or fraudulent business practices in violation of California Business & Professions Code sections 17200, *et seq.*

108. By and through their unfair, unlawful, and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money, and services from Plaintiff and Class Members and have deprived Plaintiff and Class Members of valuable rights and benefits guaranteed

1 by law, all to the detriment of Plaintiff and Class Members.

2 109. Plaintiff and Class Members suffered monetary injuries as a direct result of
3 Defendants' wrongful conduct.

4 110. Plaintiff, individually, and on behalf of the Class, is entitled to, and does, seek such
5 relief as may be necessary to disgorge money and/or property that Defendants have wrongfully
6 withheld or acquired, or of which Plaintiff and the Class have been deprived, by means of the
7 above-described unfair, unlawful, and/or fraudulent business practices. Plaintiff and the Class are
8 not obligated to establish individual knowledge of the wrongful practices of Defendants in order to
9 recover restitution.

10 111. Plaintiff, individually, and on behalf of the Class, is further entitled to, and does,
11 seek declaratory relief via a declaration that Defendants' above-described business practices are
12 unfair, unlawful, and/or fraudulent, and injunctive relief via an injunction restraining Defendants
13 from engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices
14 in the future.

15 112. Plaintiff, individually, and on behalf of the Class, has no plain, speedy, and/or
16 adequate remedy at law to redress the injuries which the Class Members suffered as a consequence
17 of Defendants' unfair, unlawful, and/or fraudulent business practices. As a result of the unfair,
18 unlawful, and/or fraudulent business practices, Plaintiff, individually, and on behalf of the Class,
19 has suffered and will continue to suffer irreparable harm unless Defendants are restrained from
20 continuing to engage in said unfair, unlawful, and/or fraudulent business practices.

21 113. Plaintiff also alleges that, if Defendants are not enjoined from the conduct set forth
22 herein, they will continue to avoid paying the appropriate taxes, insurance, and other withholdings,
23 and instead, enjoy a windfall to the detriment of Plaintiff and the Class.

24 114. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff
25 and the Class are entitled to (1) restitution of the wages Defendants withheld and retained during
26 the period that commences four years prior to the filing of this Complaint; (2) a permanent
27 injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members;
28 (3) an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and

1 other applicable laws; and (4) an award of costs.

2 **ELEVENTH CAUSE OF ACTION**

3 **For Civil Penalties Pursuant to California’s Private Attorneys General Act of 2004**
4 **(“PAGA”), §§ 2698; *et seq.*, for Violations of California’s Labor Code Sections**
5 **(Brought by Plaintiff on Behalf of Himself and Aggrieved Employees**
6 **Against All Defendants)**

7 115. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
8 Complaint as though fully set forth herein.

9 116. At all relevant times herein, Defendants were subject to the California Labor Code
10 and the applicable Industrial Welfare Commission Wage Orders.

11 117. Plaintiff brings this cause of action, individually, as an Aggrieved Employee, and as
12 a representative on behalf of the State of California and all other current and former Aggrieved
13 Employees pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections
14 2698, *et seq.*

15 118. Plaintiff exhausted the administrative prerequisites to bring this action, set forth
16 under Labor Code section 2699.3. On May 29, 2026, Plaintiff submitted written notice—Plaintiff’s
17 PAGA Letter—to the California Labor and Workforce Development Agency (“LWDA”) by online
18 filing with the required filing fee and to Defendants by certified mail. The PAGA Letter identifies
19 the Labor Codes Defendants allegedly violated and the facts and theories to support those
20 violations. The LWDA assigned this matter Case No. LWDA-CM-1180785-26.

21 119. The statutory 65-day period for the LWDA to respond has elapsed, and the LWDA
22 did not provide notice of its intent to investigate. As such, Plaintiff has exhausted administrative
23 remedies per Labor Code section 2699.3 and is, therefore, authorized to pursue PAGA penalties.

24 120. The statute of limitations applicable to the PAGA claims was tolled during the
25 period of administrative exhaustion pursuant to Labor Code section 2699.3(d).

26 121. The Labor Code violations alleged in this cause of action are the same violations
27 identified in Plaintiff’s PAGA Letter to the LWDA and arise from Defendants’ uniform policies,
28 practices, and course of conduct applicable to Plaintiff and other Aggrieved Employees. Plaintiff

1 seeks to recover civil penalties for all such violations experienced by Plaintiff and other Aggrieved
2 Employees during the PAGA Period.

3 122. Plaintiff has standing to pursue civil penalties for each of the violations alleged
4 herein because Plaintiff was employed by Defendants during the PAGA Period and personally
5 experienced each Labor Code violation identified in Plaintiff's PAGA Letter. The alleged
6 violations arose from Defendants' uniform policies and practices and affected Plaintiff and other
7 Aggrieved Employees in the same or a similar manner and were not the result of isolated or
8 employee-specific circumstances.

9 123. Based on the conduct described in this Complaint, Defendants violated the
10 California Labor Code, including but not limited to sections 201, 202, 204, 226, 226(a), 226.7, 510,
11 512, 1174, 1194, 1197, 1198.5, and 2802.

12 124. Defendants' violations were willful, knowing, and systematic and resulted from
13 company-wide policies and practices. Upon information and belief, such violations continued
14 during the PAGA Period and, absent judicial intervention, will continue to occur, thereby exposing
15 Defendants to ongoing civil penalties.

16 125. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff seeks
17 recovery of civil penalties pursuant to Labor Code section 2699(a), including any applicable
18 statutory penalties, and pursuant to Labor Code section 2699(f) for violations for which no specific
19 civil penalty is provided, together with all other relief available under PAGA.

20 126. Plaintiff seeks recovery of civil penalties on behalf of the State of California and all
21 Aggrieved Employees, with sixty-five percent (65%) of any civil penalties recovered payable to
22 the LWDA and thirty-five percent (35%) payable to the aggrieved employees, per Labor Code
23 section 2699(m).

24 127. Plaintiff further seeks reasonable attorneys' fees and costs pursuant to Labor Code
25 section 2699(k)(1), interest as permitted by law, and such other relief as the Court deems just and
26 proper.
27
28

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

CLASS CERTIFICATION

1. That this action be certified as a class action with respect to the First through Tenth causes of action;
2. That Plaintiff be appointed representative of the Class; and
3. That counsel for Plaintiff be appointed as Class Counsel.

AS TO THE FIRST CAUSE OF ACTION

(Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1194.2, and 1197))

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage Order by willfully failing to pay minimum wages and/or straight-time wages to Plaintiff and Class Members;
2. For general unpaid wages and such general and special damages as may be appropriate;
3. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;
4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);
5. For liquidated damages pursuant to California Labor Code section 1194.2; and
6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SECOND CAUSE OF ACTION

(Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198))

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and Class Members;
2. For general unpaid wages at overtime wage rates and such general and special

1 damages as may be appropriate;

2 3. For pre-judgment interest on any unpaid overtime compensation commencing from
3 the date such amounts were due, or as otherwise provided by law;

4 4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
5 California Labor Code section 1194(a); and

6 5. For such other and further relief as the Court may deem equitable and appropriate.

7 **AS TO THE THIRD CAUSE OF ACTION**

8 **(Failure to Provide Meal Periods (Lab. Code §§ 226.7 and 512))**

9 1. That the Court declare, adjudge, and decree that Defendants violated California
10 Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order by willfully
11 failing to provide all compliant meal periods to Plaintiff and Class Members;

12 2. That That the Court award Plaintiff and Class Members one hour of pay at each
13 employee's regular rate of pay for each workday that a meal period was not provided;

14 3. For all actual, consequential, and incidental losses and damages, according to proof;

15 4. For premiums pursuant to California Labor Code section 226.7(c);

16 5. For pre-judgment interest on any unpaid meal period premiums from the date such
17 amounts were due, or as otherwise provided by law;

18 6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,
19 or as otherwise provided by law; and

20 7. For such other and further relief as the Court may deem equitable and appropriate.

21 **AS TO THE FOURTH CAUSE OF ACTION**

22 **(Failure to Authorize and Permit Rest Breaks (Lab. Code § 226.7))**

23 1. That the Court declare, adjudge, and decree that Defendants violated California
24 Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order by willfully failing
25 to authorize and permit Plaintiff and Class Members to take all rest breaks;

26 2. That the Court award Plaintiff and Class Members one hour of pay at each
27 employee's regular rate of pay for each workday that a rest break was not authorized and permitted;

28 3. For all actual, consequential, and incidental losses and damages, according to proof;

4. For premiums pursuant to California Labor Code section 226.7(c);

5. For pre-judgment interest on all unpaid rest break premiums from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE FIFTH CAUSE OF ACTION

(Failure to Timely Pay Wages Owed Every Pay Period During Employment

(Lab. Code § 204))

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and Class Members minimum wages, straight-time wages, overtime wages, meal period premiums, and/or rest break premiums owed during their employment;

2. For all actual, consequential and incidental losses and damages, according to proof;

3. For statutory penalties according to proof per California Labor Code section 210;

4. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

5. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SIXTH CAUSE OF ACTION

(Failure to Timely Pay Wages Upon Separation of Employment (Lab. Code §§ 201-203))

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay minimum wages, straight-time wages, overtime wages, meal period premiums, and/or rest break premiums owed at the time Plaintiff and Class Members separated employment with Defendants;

2. For all actual, consequential and incidental losses and damages, according to proof;

3. For all unpaid minimum wages, straight-time wages, overtime wages, meal period premiums, and/or rest break premiums owed at the time of separation of employment of Plaintiff and other separated Class Members;

4. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

5. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate;

AS TO THE SEVENTH CAUSE OF ACTION

(Failure to Furnish Timely, Accurate, Itemized Wage Statements (Lab. Code § 226))

1. That the Court declare, adjudge, and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order by willfully failing to provide accurate, itemized wage statements to Plaintiff and Class Members;

2. For all actual, consequential, and incidental losses and damages, according to proof;

3. For injunctive relief pursuant to California Labor Code section 226(h);

4. For statutory penalties pursuant to California Labor Code section 226(e);

5. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1);

and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE EIGHTH CAUSE OF ACTION

(Failure to Reimburse Employees for Necessary, Business-Related Expenses

(Lab. Code § 2802))

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and Class Members;

2. For unreimbursed necessary, business-related expenses and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

4. For all actual, consequential, and incidental losses and damages, according to proof;

5. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE NINTH CAUSE OF ACTION

(Failure to Keep and Maintain Required Records (Lab. Code § 1174))

1. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code sections 1174 and 1198 and the applicable IWC Wage Order as to Plaintiff and Class Members by willfully failing to record all hours Plaintiff and Class Members worked and by failing to prepare and maintain accurate wage statements reflecting all hours worked by Plaintiff and Class Members;

2. For all available derivative damages (unpaid wages, liquidated damages, waiting time penalties, and an award of reasonable attorneys' fees, costs, and expenses);

3. For all available statutory penalties under Labor Code section 1174.5, equal to \$500 per employee; and

4. For all other relief as the Court may deem equitable and appropriate.

AS TO THE TENTH CAUSE OF ACTION

(California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*))

1. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and Class Members all minimum wages, straight-time wages, and overtime wages due to them; failing to provide Plaintiff and Class Members legally compliant meal periods or else pay premiums in lieu thereof; failing to authorize and permit Plaintiff and Class Members to take legally compliant rest breaks or else pay premiums in lieu thereof; failing to provide Plaintiff and Class Members timely,

1 accurate wage statements; failing to timely pay Plaintiff and Class Members all earned wages owed
2 every pay period during employment; failing to keep and maintain required records of Plaintiff's
3 and Class Members' accurate number of hours worked and wages earned; and failing to reimburse
4 Plaintiff and Class Members for all necessary, business-related expenses constitutes an unlawful
5 business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

6 2. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment
7 interest from the day such amounts were due and payable;

8 3. For the appointment of a receiver to receive, manage and distribute all funds
9 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
10 result of violations of California Business & Professions Code sections 17200, *et seq.*; and

11 4. For injunctive relief to ensure compliance with this section, pursuant to California
12 Business & Professions Code sections 17200, *et seq.*

13 **AS TO THE ELEVENTH CAUSE OF ACTION**

14 **(For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004**
15 **("PAGA"), §§ 2698; *et seq.*, for Violations of California Labor Code Sections)**

16 WHEREFORE, Plaintiff, on behalf of the State of California and all Aggrieved Employees,
17 prays for judgment against Defendants as follows:

18 1. For civil penalties pursuant to Labor Code section 2699(a), including any applicable
19 statutory civil penalties for violating the California Labor Code sections identified in Plaintiff's
20 PAGA Letter;

21 2. For default civil penalties pursuant to Labor Code section 2699(f) for Labor Code
22 violations for which no specific civil penalty is provided;

23 3. For distribution of any civil penalties recovered as follows: sixty-five percent (65%)
24 to the California Labor and Workforce Development Agency and thirty-five percent (35%) to
25 Aggrieved Employees, pursuant to Labor Code section 2699(m);

26 4. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1);

27 5. For interest as permitted by law;

28 6. For such other and further relief as the Court deems just and proper.

AS TO ALL CAUSES OF ACTION

1. For a trial by jury as to all causes of action triable by jury; and
2. For such other and further relief as the Court may deem equitable and appropriate.

Dated: August 3, 2026

WILSHIRE LAW FIRM

By: 
Tyler Woods
Cheryl A. Kenner
Tanner F. Hosfield

Attorneys for Plaintiff BILAL GHASSAN
ZANTOUT, individually, and on behalf of all
others similarly situated and aggrieved

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: August 3, 2026

WILSHIRE LAW FIRM

By: 
Tyler Woods
Cheryl A. Kenner
Tanner F. Hosfield

Attorneys for Plaintiff BILAL GHASSAN
ZANTOUT, individually, and on behalf of all
others similarly situated and aggrieved