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*Attorneys for Plaintiff and the Putative Class***FILED**
Superior Court of California
County of Los Angeles**08/07/2026**

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**CELESTE CREEL, individually, and on behalf
of all others similarly situated, the State of
California, and other aggrieved persons,*Plaintiff,*

v.

MICRO1 INC.; and DOES 1 through 10,
inclusive,*Defendants.*

Case No.: 26STCV16539

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiff CELESTE CREEL (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant MICRO1 INC., and DOES 1 through
6 10 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations and
7 unfair business practices stemming from Defendants’ failure to pay for all hours worked
8 (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize
9 and permit rest periods, failure to pay all wages timely at termination; failure to furnish accurate
10 wage statements, and failure to indemnify employees for expenditures.

11 2. Plaintiff brings the First through Eighth Causes of Action individually and as a class
12 action on behalf of herself and certain current and former employees of Defendants (hereinafter
13 collectively referred to as the “Class” or “Class Members,” and defined more fully below). The
14 Class consists of Plaintiff and all other current and former individuals classified as independent
15 contractors, who worked as AI trainers, data annotators, or in similar positions, and resided in the
16 State of California during the applicable statutes of limitations through the date a class is certified.

17 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
18 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
19 Plaintiff, the State of California, and past and present non-exempt employees by Defendants in the
20 State of California during the statute of limitations period for his PAGA claim (hereinafter referred
21 to as the “Aggrieved Employees”).

22 4. Defendants own/owned and operate/operated an industry, business, and/or
23 establishment within the State of California, including Los Angeles County. As such, and based
24 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
25 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
26 (“IWC”), and the California Business & Professions Code.

27 5. Despite these requirements, throughout the statutory period, Defendants maintained
28 a systematic, company-wide policy and practice of:

- 1 (a) Failing to pay employees for all hours worked, including all minimum,
2 straight time, and overtime wages in compliance with the California Labor
3 Code and IWC Wage Orders;
- 4 (b) Failing to provide employees with timely and duty-free meal periods in
5 compliance with the California Labor Code and IWC Wage Orders, failing
6 to maintain accurate records of all meal periods taken or missed, and failing
7 to pay an additional hour's pay for each workday a meal period violation
8 occurred;
- 9 (c) Failing to authorize and permit employees to take timely and duty-free rest
10 periods in compliance with the California Labor Code and IWC Wage
11 Orders, and failing to pay an additional hour's pay for each workday a rest
12 period violation occurred;
- 13 (d) Failing to provide employees with accurate, itemized wage statements
14 containing all the information required by the California Labor Code and
15 IWC Wage Orders; and
- 16 (e) Failing to indemnify employees for expenditures incurred in direct discharge
17 of duties of employment.

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

22 7. At all relevant times, Defendants were and are legally responsible for all of the
23 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
24 foregoing paragraphs as the employers of Plaintiff, the Class, and the Aggrieved Employees.
25 Further, Defendants are responsible for each of the unlawful acts or omissions complained of
26 herein under the doctrine of "respondeat superior."

27 ///

28 ///

THE PARTIES

A. Plaintiff

8. Plaintiff CELESTE CREEL is a resident of California who has worked for Defendants in California, from approximately October 2025 through approximately March 2026 and was classified by Defendants as an independent contractor.

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.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant MICRO1 INC. is, and at all times herein mentioned, was:

- (a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,
- (b) The former employer of Plaintiff, the current and/or former employer of the putative Class, and the Aggrieved Employees because Defendant MICRO1 INC. suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

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

12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State

1 of California.

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

15 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

16 14. Plaintiff worked for Defendants in California as an AI trainer from approximately
17 October 2025 to approximately March 2026 and was classified by Defendants as an independent
18 contractor. During Plaintiff's employment for Defendants, Defendants paid Plaintiff to complete
19 specific tasks, and failed to pay Plaintiff for other work duties including required training and
20 communication. Plaintiff regularly worked more than eight hours in a workday and/or more than
21 forty (40) hours in a workweek.

22 15. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked
23 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
24 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely
25 pay all final wages to Plaintiff after separation of employment, failed to furnish accurate wage
26 statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below,
27 Plaintiff's experience working for Defendants was typical and illustrative.

28 16. Throughout the statutory period, Plaintiff, the Class, and the Aggrieved Employees

1 were misclassified as independent contractors. Plaintiff, the Class, and the Aggrieved Employees
2 did not meet the requirements for independent contractor status under California law and instead
3 should have been properly classified as non-exempt employees. Defendants exercise significant
4 control over Plaintiff, the Class, and the Aggrieved Employees. For example, Defendants requires
5 Plaintiff, the Class, and the Aggrieved Employees to perform various general duties to train
6 Artificial Intelligence (AI) software referred to as Tasks. These Tasks included duties such as
7 watching videos of scenes from movies, cartoons, and video games and creating captions
8 describing what the individuals in the videos were wearing and what emotions were elicited by
9 them. Defendants required Plaintiff, the Class, and the Aggrieved Employees to use specific
10 electronic platforms like Feather to perform their AI training Tasks. These specific platforms were
11 used for various purposes including to assign tasks to Plaintiff, the Class, and the Aggrieved
12 Employees. Defendants also required Plaintiff, the Class, and the Aggrieved Employees to install
13 and use Hubstaff software which periodically recorded what was shown on Plaintiff, the Class, and
14 the Aggrieved Employees' screen, as well as recorded the amount of time spent on certain work-
15 related duties. Defendants also required Plaintiff, the Class, and the Aggrieved Employees to
16 communicate using specific software such as Slack. Defendants also unilaterally decided for what
17 tasks they compensated Plaintiff, the Class, and the Aggrieved Employees. Plaintiff, the Class, and
18 the Aggrieved Employees were not compensated for all of the time they spent on work-related
19 duties for Defendants.

20 17. This work is the same work that Defendants regularly perform and is within their
21 usual course of their business. Plaintiff is not customarily engaged in an independently established
22 trade, occupation, or business of the same nature as that involved in the work performed.
23 Accordingly, Plaintiff, the Class, and the Aggrieved Employees were entitled to all the protections
24 afforded to them as non-exempt employees under California law.

25 18. Additionally, as a result of being misclassified as independent contractors, the time
26 worked by Plaintiff, the Class, and the Aggrieved Employees was not accurately recorded by the
27 timekeeping systems utilized by Defendants. Moreover, Defendants failed to compensate Plaintiff,
28 the Class, and the Aggrieved Employees for all of the time they spent on work-related tasks

whether or not the time was recorded, resulting in the failure to pay Plaintiff, the Class, and the Aggrieved Employees for all hours actually worked and overtime compensation.

19. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiff, the Class, and the Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring Plaintiff, the Class, and the Aggrieved Employees to perform work duties such as reviewing task instructions and communicating with others. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff, the Class, and the Aggrieved Employees worked.

20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods. Plaintiff, the Class, and the Aggrieved Employees were regularly, but not always, required to work in excess of five consecutive hours a day without being provided a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without being compensated Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a meal period. Accordingly, Defendants’ meal period policies and practices were not in compliance with California law.

21. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take legally compliant rest periods. Plaintiff, the Class, and the Aggrieved Employees were regularly, but not always, required to work in excess of four consecutive hours a day without being authorized and permitted to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without being compensated for rest periods that were not authorized or permitted.

1 Instead, Defendants continued to assert control over Plaintiff, the Class, and the Aggrieved
2 Employees by requiring, pressuring, or encouraging them to perform work tasks which could not
3 be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff, the
4 Class, and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants'
5 rest period policies and practices were not in compliance with California law.

6 22. Throughout the statutory period, Defendants willfully failed and
7 refused to timely pay Plaintiff, the Class, and the Aggrieved Employees, or some of them,
8 all final wages due at their termination of employment. In addition, Plaintiff's final paychecks did
9 not include payment for all expenditures, minimum wages, straight time wages, overtime wages,
10 meal period premium wages, and rest period premium wages owed to her by Defendants at the
11 conclusion of her employment. On information and belief, Defendants' failure to timely pay
12 Plaintiff's final wages upon separation of employment was not a single, isolated incident, but was
13 instead consistent with Defendants' policy and practice that applied to Plaintiff, the Class, and the
14 Aggrieved Employees.

15 23. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
16 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
17 hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours
18 worked, correct wages for meal periods that were not provided in accordance with California law,
19 and correct wages for rest periods that were not authorized and permitted to take in accordance
20 with California law). As a result of these violations of California Labor Code § 226(a), the
21 Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among other things:

- 22 (a) the violations led them to believe that they were not entitled to be paid
23 minimum, straight time, overtime, meal period premium, and rest period
24 premium wages, even though they were entitled;
- 25 (b) the violations led them to believe that they had been paid the minimum,
26 straight time, overtime, meal period premium, and rest period premium
27 wages, even though they had not been;
- 28 (c) the violations led them to believe they were not entitled to be paid minimum,

1 straight time, overtime, meal period premium, and rest period premium
2 wages at the correct California rate even though they were entitled;

3 (d) the violations led them to believe they had been paid minimum, straight time,
4 overtime, meal period premium, and rest period premium wages at the
5 correct California rate even though they had not been;

6 (e) the violations hindered them from determining the amounts of minimum,
7 straight time, overtime, meal period premium, and rest period premium
8 wages owed to them;

9 (f) in connection with their employment before and during this action, and in
10 connection with prosecuting this action, the violations caused them to have
11 to perform mathematical computations to determine the amounts of wages
12 owed to them, computations they would not have to make if the wage
13 statements contained the required accurate information;

14 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e)
15 and injunctive relief under California Labor Code § 226(h).

16 24. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the
17 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their
18 duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees regularly paid out-of-
19 pocket for necessary employment-related expenses, including, without limitation, use electricity,
20 internet connection, and tools and software required to perform their duties.

21 25. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as
22 a direct result of performing their job duties for Defendants, but Defendants failed to indemnify
23 Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.

24 **CLASS ACTION ALLEGATIONS**

25 26. Plaintiff incorporates and realleges the above paragraphs.

26 27. Plaintiff brings this action on her own behalf, as well as on behalf of each and all
27 other persons similarly situated, and thus seeks class certification under California Code of Civil
28 Procedure section 382.

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

3 29. Plaintiff's proposed class consists of and is defined as follows:

4 All current and former individuals classified as independent contractors, who worked as AI
5 trainers, data annotators, or in similar positions, and resided in the State of California during the
6 applicable statutes of limitations through the date a class is certified.

7 30. Plaintiff also allege the following subclass:

8 The Above-Standard Minimum Wage Subclass

9 All current and former individuals classified as independent contractors, who worked as AI
10 trainers, data annotators, or in similar positions and resided in California cities or counties with a
11 minimum wage rate greater than the California minimum wage during the applicable statutes of
12 limitations through the date a class is certified. This subclass includes, but is not limited to, residents
13 of Los Angeles (City and County), San Francisco, San Diego, Oakland, and San Jose.

14 31. Plaintiff reserves the right to redefine the Class and to add subclasses as appropriate
15 based on further investigation, discovery, and specific theories of liability.

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

18 (a) Numerosity: The members of the Class (and each subclass, if any) are so
19 numerous that joinder of all members would be unfeasible and impractical.
20 The membership of the entire Class is unknown to Plaintiff at this time;
21 however, the Class is estimated to be greater than forty (40) individuals and
22 the identity of such membership is readily ascertainable by inspection of
23 Defendants' records.

24 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
25 the interests of each Class Member with whom there is a shared, well-
26 defined community of interest, and Plaintiff's claims (or defenses, if any)
27 are typical of all Class Members' claims as demonstrated herein.

28 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect

1 the interests of each Class Member with whom there is a shared, well-
2 defined community of interest and typicality of claims, as demonstrated
3 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
4 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
5 rules governing class action discovery, certification, and settlement.
6 Plaintiff has incurred, and throughout the duration of this action, will
7 continue to incur costs and attorneys' fees that have been, are, and will be
8 necessarily expended for the prosecution of this action for the substantial
9 benefit of each class member.

10 (d) Superiority: A Class Action is superior to other available methods for the
11 fair and efficient adjudication of the controversy, including consideration of:

- 12 1) The interests of the members of the Class in individually controlling
13 the prosecution or defense of separate actions;
- 14 2) The extent and nature of any litigation concerning the controversy
15 already commenced by or against members of the Class;
- 16 3) The desirability or undesirability of concentrating the litigation of the
17 claims in the particular forum; and,
- 18 4) The difficulties likely to be encountered in the management of a class
19 action.

20 (e) Public Policy Considerations: The public policy of the State of California is
21 to resolve the California Labor Code claims of many employees through a
22 class action. Indeed, current employees are often afraid to assert their rights
23 out of fear of direct or indirect retaliation. Former employees are also fearful
24 of bringing actions because they believe their former employers might
25 damage their future endeavors through negative references and/or other
26 means. Class actions provide the class members who are not named in the
27 complaint with a type of anonymity that allows for the vindication of their
28 rights at the same time as their privacy is protected.

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

- 4 (a) Failed to pay Class Members for all hours worked, including minimum,
5 straight time, and overtime wages;
- 6 (b) Failed to provide meal periods and pay meal period premium wages to Class
7 Members;
- 8 (c) Failed to authorize and permit rest periods and pay rest period premium
9 wages to Class Members;
- 10 (d) Failed to provide Class Members with timely final wages;
- 11 (e) Failed to provide Class Members with accurate wage statements;
- 12 (f) Failed to indemnify Class Members for expenditures; and,
- 13 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
14 result of their illegal conduct as described above.

15 34. This Court should permit this action to be maintained as a class action pursuant to
16 California Code of Civil Procedure § 382 because:

- 17 (a) The questions of law and fact common to the Class predominate over any
18 question affecting only individual members;
- 19 (b) A class action is superior to any other available method for the fair and
20 efficient adjudication of the claims of the members of the Class;
- 21 (c) The members of the Class are so numerous that it is impractical to bring all
22 members of the class before the Court;
- 23 (d) Plaintiff, and the other members of the Class, will not be able to obtain
24 effective and economic legal redress unless the action is maintained as a
25 class action;
- 26 (e) There is a community of interest in obtaining appropriate legal and equitable
27 relief for the statutory violations, and in obtaining adequate compensation
28 for the damages and injuries for which Defendants are responsible in an

1 amount sufficient to adequately compensate the members of the Class for
2 the injuries sustained;

3 (f) Without class certification, the prosecution of separate actions by individual
4 members of the class would create a risk of:

5 1) Inconsistent or varying adjudications with respect to individual
6 members of the Class which would establish incompatible standards
7 of conduct for Defendants; and/or,

8 2) Adjudications with respect to the individual members which would,
9 as a practical matter, be dispositive of the interests of other members
10 not parties to the adjudications, or would substantially impair or
11 impede their ability to protect their interests, including but not
12 limited to the potential for exhausting the funds available from those
13 parties who are, or may be, responsible Defendants; and,

14 (g) Defendants have acted or refused to act on grounds generally applicable to
15 the Class, thereby making final injunctive relief appropriate with respect to
16 the class as a whole.

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

24 **FIRST CAUSE OF ACTION**

25 **(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All**
26 **Hours Worked)**

27 36. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
28 1 through 25 in this Complaint.

1 37. “Hours worked” is the time during which an employee is subject to the control of
2 an employer, and includes all the time the employee is suffered or permitted to work, whether or
3 not required to do so.

4 38. At all relevant times herein mentioned, Defendants knowingly failed to pay to
5 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
6 compensation for each hour worked as alleged above, Defendants willfully violated the provisions
7 of California Labor Code § 1194, and any additional applicable Wage Orders, which require such
8 compensation to non-exempt employees.

9 39. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight
10 time wages for all non-overtime hours worked for Defendants.

11 40. By and through the conduct described above, Plaintiff and the Class have been
12 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

13 41. By virtue of the Defendants’ unlawful failure to pay additional compensation to
14 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
15 suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff
16 and the Class and which will be ascertained according to proof at trial.

17 42. By failing to keep adequate time records required by California Labor Code §
18 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
19 compensation due Plaintiff and the Class.

20 43. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to
21 recover liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

22 44. California Labor Code § 204 requires employers to provide employees with all
23 wages due and payable twice a month. Throughout the statute of limitations period applicable to
24 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required
25 by law, including minimum and straight time wages. However, during all such times, Defendants
26 systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to
27 pay those wages twice a month.

28 45. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and

1 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor
2 Code §§ 218.5, 218.6, and 1194(a).

3 **SECOND CAUSE OF ACTION**

4 **(Against All Defendants for Failure to Pay Overtime Wages)**

5 46. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
6 1 through 25 in this Complaint.

7 47. California Labor Code § 510 provides that employees in California shall not be
8 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
9 receive additional compensation beyond their regular wages in amounts specified by law.

10 48. California Labor Code §§ 1194 and 1198 provide that employees in California shall
11 not be employed more than eight hours in any workday unless they receive additional
12 compensation beyond their regular wages in amounts specified by law. Additionally, California
13 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
14 by the IWC is unlawful.

15 49. At all times relevant hereto, Plaintiff and the Class have worked more than eight
16 hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

17 50. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
18 overtime compensation for the hours they have worked in excess of the maximum hours
19 permissible by law as required by California Labor Code §§ 510 and 1198.

20 51. By virtue of Defendants' unlawful failure to pay additional premium rate
21 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
22 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
23 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
24 according to proof at trial.

25 52. By failing to keep adequate time records required by Labor Code § 1174(d),
26 Defendants have made it difficult to calculate the full extent of overtime compensation due to
27 Plaintiff and the Class.

28 53. Plaintiff and the Class also request recovery of overtime compensation according to

1 proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as
2 the assessment of any statutory penalties against Defendants, in a sum as provided by the California
3 Labor Code and/or other statutes.

4 54. California Labor Code § 204 requires employers to provide employees with all
5 wages due and payable twice a month. The Wage Orders also provide that every employer shall
6 pay to each employee, on the established payday for the period involved, overtime wages for all
7 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
8 with all compensation due, in violation of California Labor Code § 204.

9 **THIRD CAUSE OF ACTION**

10 **(Against All Defendants for Failure to Provide Meal Periods)**

11 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
12 1 through 25 in this Complaint.

13 56. Under California law, Defendants have an affirmative obligation to relieve the
14 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
15 start of Plaintiff's and the Class' sixth hour of work in a workday, and to take their second meal
16 periods no later than the start of the eleventh hour of work in the workday. California Labor Code
17 § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
18 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of
19 California Labor Code § 226.7 for an employer to require any employee to work during any meal
20 period mandated under any Wage Order.

21 57. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
22 and the Class with both meal periods as required by California law. By their failure to permit and
23 authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that
24 Defendants made it impossible or impracticable to take these uninterrupted meal periods),
25 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable
26 Wage Orders.

27 58. Under California law, Plaintiff and the Class are entitled to be paid one hour of
28 additional wages for each workday he or she was not provided with all required meal period(s),

1 plus interest thereon.

2 **FOURTH CAUSE OF ACTION**

3 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

4 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
5 1 through 25 in this Complaint.

6 60. Defendants are required by California law to authorize and permit breaks of ten
7 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
8 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
9 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
10 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
11 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
12 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for
13 an employer to require any employee to work during any rest period mandated under any Wage
14 Order.

15 61. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
16 Class to take rest breaks, regardless of whether employees worked more than four hours in a
17 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
18 alleged above (or due to the fact that Defendants made it impossible or impracticable to take these
19 uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code
20 § 226.7 and the applicable Wage Orders.

21 62. Under California law, Plaintiff and the Class are entitled to be paid one hour of
22 premium wages rate for each workday he or she was not provided with all required rest break(s),
23 plus interest thereon.

24 **FIFTH CAUSE OF ACTION**

25 **(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
26 **Penalties)**

27 63. Plaintiff incorporates by reference and re-alleges as if fully stated herein
28 paragraphs 1 through 25 in this Complaint.

1 64. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
2 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
3 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
4 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
5 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
6 which case the employee is entitled to his or her wages at the time of quitting.

7 65. Within the applicable statute of limitations, the employment of many other members
8 of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will
9 be. However, during the relevant time period, Defendants failed, and continue to fail to pay
10 terminated Class Members, without abatement, all wages required to be paid by California Labor
11 Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their
12 leaving Defendants' employ.

13 66. Defendants' failure to pay those Class members who are no longer employed by
14 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
15 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
16 202.

17 67. California Labor Code § 203 provides that if an employer willfully fails to pay
18 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
19 a penalty wage from the due date, and at the same rate until paid or until an action is commenced;
20 but the wages shall not continue for more than thirty (30) days.

21 68. The Class is entitled to recover from Defendants their additionally accruing wages
22 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
23 pursuant to California Labor Code § 203.

24 69. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
25 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
26 action.

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1 **SIXTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant**
3 **Wage Records)**

4 70. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
5 1 through 25 in this Complaint.

6 71. At all material times set forth herein, California Labor Code § 226(a) provides that
7 every employer shall furnish each of his or her employees an accurate itemized wage statement in
8 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
9 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
10 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
11 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
12 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
13 and the last four digits of his or her social security number or an employee identification number
14 other than a social security number, (8) the name and address of the legal entity that is the
15 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
16 number of hours worked at each hourly rate by the employee.

17 72. Defendants have intentionally and willfully failed to provide employees with any
18 compliant wage statements. The deficiencies include, among other things, the failure to correctly
19 identify the gross wages earned by Plaintiff and the Class, the failure to list the true “total hours
20 worked by the employee,” and the failure to list the true net wages earned.

21 73. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and
22 the Class have suffered injury and damage to their statutorily protected rights.

23 74. Specifically, Plaintiff and the members of the Class have been injured by
24 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both
25 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
26 statements under California Labor Code § 226(a).

27 75. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
28 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as

1 a result of having to bring this action to attempt to obtain correct wage information following
2 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
3 laws and regulations.

4 76. Plaintiff and the Class are entitled to recover from Defendants the greater of their
5 actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or
6 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

7 77. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
8 attorneys' fees and costs to ensure compliance with this section, pursuant to California Labor Code
9 § 226(h).

10 **SEVENTH CAUSE OF ACTION**

11 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

12 78. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
13 1 through 25 in this Complaint.

14 79. As set forth above, Plaintiff and the Class were required to incur substantial
15 necessary expenditures and losses in direct consequence of the discharge of their duties or of their
16 obedience to directions of Defendants.

17 80. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
18 Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the
19 discharge of their duties or of their obedience to directions of Defendants.

20 81. As a result, Plaintiff and the Class were damaged at least in the amounts of the
21 expenses they paid, or which were deducted by Defendants from their wages.

22 82. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs
23 of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code
24 § 2802(b).

25 **EIGHTH CAUSE OF ACTION**

26 **(Against All Defendants for Violation of California Business & Professions Code §§ 17200,** 27 **et seq.)**

28 83. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs

1 through 25 in this Complaint.

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

85. 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 § 1021.5.

86. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

87. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

88. Defendants’ failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

89. Defendants’ failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

90. Defendants’ failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

1 **Failure to Authorize and Permit Rest Periods**

2 91. Defendants' failure to authorize and permit rest periods in accordance with
3 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
4 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

5 **Failure to Indemnify Business Expenses**

6 92. Defendants' failure to reimburse expenses incurred in accordance with California
7 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
8 California Business & Professions Code §§ 17200, *et seq.*

9 93. By and through their unfair, unlawful and/or fraudulent business practices described
10 herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and
11 all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of
12 valuable rights and benefits guaranteed by law, all to their detriment.

13 94. Plaintiff and the Class Members suffered monetary injury as a direct result of
14 Defendants' wrongful conduct.

15 95. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
16 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
17 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
18 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
19 the Class are not obligated to establish individual knowledge of the wrongful practices of
20 Defendants in order to recover restitution.

21 96. Plaintiff, individually, and on behalf of members of the putative class, is further
22 entitled to, and does, seek a declaration that the above-described business practices are unfair,
23 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
24 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
25 in the future.

26 97. Plaintiff, individually, and on behalf of members of the putative class, has no plain,
27 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
28 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a

1 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
2 individually, and on behalf of members of the putative Class, has suffered and will continue to
3 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
4 engage in said unfair, unlawful and/or fraudulent business practices.

5 98. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
6 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
7 withholdings.

8 99. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
9 putative Class Members are entitled to restitution of the wages withheld and retained by
10 Defendants during a period that commences four years prior to the filing of this complaint; a
11 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class
12 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and
13 other applicable laws; and an award of costs.

14 **NINTH CAUSE OF ACTION**

15 **(Against All Defendants for Civil Penalties Under Cal. Lab. Code §§ 6300 *et seq.*)**

16 100. Plaintiff incorporates by reference and re-alleges as if fully state herein paragraphs
17 1 through 25 in this Complaint.

18 101. At all times herein mentioned, Defendants were subjected to the Labor Code of the
19 State of California and the applicable Industrial Welfare Commission Orders.

20 102. California Labor Code § 2699(a) specifically provides for a private right of action
21 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law,
22 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
23 and Workforce Development Agency or any of its departments, division, commissions, boards,
24 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
25 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
26 former employees pursuant to the procedures specified in Section 2699.3."

27 103. Plaintiff has exhausted her administrative remedies pursuant to California Labor
28 Code § 2699.3. She gave written notice by online filing to the LWDA and by certified mail to

1 Defendant of the specific provisions of the Labor Code that Defendant violated against Plaintiff
2 and current and former aggrieved employees, including the facts and theories to support the
3 violations. Plaintiffs also paid the filing fee.

4 104. The LWDA has not indicated that it intends to investigate Defendants' Labor Code
5 violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover
6 penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
7 described in this Complaint. These penalties include, but are not limited to, penalties under
8 California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

9 105. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
10 of civil penalties on behalf of herself, the State of California, and similarly Aggrieved Employees
11 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
12 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

13 106. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
14 pursuant to California Labor Code § 2699(k)(1), which states, "Any employee who prevails in any
15 action shall be entitled to an award of reasonable attorney's fees and costs."

16 **PRAYER FOR RELIEF**

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

20 **Class Certification**

- 21 1. That this action be certified as a class action with respect to the First, Second, Third,
22 Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
- 23 2. That Plaintiff be appointed as the representative of the Class; and,
- 24 3. That counsel for Plaintiff be appointed as Class Counsel.

25 **As to the First Cause of Action**

- 26 4. That the Court declare, adjudge, and decree that Defendants violated California
27 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
28 minimum and straight time wages due;

- 1 5. For unpaid wages as may be appropriate;
- 2 6. For pre-judgment interest on any unpaid compensation commencing from the date
- 3 such amounts were due;
- 4 7. For liquidated damages;
- 5 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
- 6 California Labor Code § 1194(a); and,
- 7 9. For such other and further relief as the Court may deem equitable and appropriate.

8 As to the Second Cause of Action

9 10. That the Court declare, adjudge, and decree that Defendants violated California

10 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all

11 overtime wages due;

- 12 11. For unpaid wages at overtime wage rates as may be appropriate;
- 13 12. For pre-judgment interest on any unpaid overtime compensation commencing from
- 14 the date such amounts were due;
- 15 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
- 16 California Labor Code § 1194(a); and,
- 17 14. For such other and further relief as the Court may deem equitable and appropriate.

18 As to the Third Cause of Action

19 15. That the Court declare, adjudge, and decree that Defendants violated California

20 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

- 21 16. For unpaid meal period premium wages as may be appropriate;
- 22 17. For pre-judgment interest on any unpaid compensation commencing from the date
- 23 such amounts were due;
- 24 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
- 25 and for costs of suit incurred herein; and,
- 26 19. For such other and further relief as the Court may deem equitable and appropriate.

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21. For unpaid rest period premium wages as may be appropriate;
22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,
24. For such other and further relief as the Court may deem equitable and appropriate.

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;
26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;
27. For pre-judgment interest on any unpaid wages from the date such amounts were due;
28. For reasonable attorneys' fees and for costs of suit incurred herein; and,
29. For such other and further relief as the Court may deem equitable and appropriate.

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;
31. For all actual damages, according to proof;
32. For statutory penalties pursuant to California Labor Code § 226(e);
33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);
34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

38. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

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

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

44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

45. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

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

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal

1 period premium wages, failing to authorize and permit rest periods and pay the correct amount of
2 rest period premium wages, failing to reimburse expenses, failing to pay all final wages to
3 terminated employees, failing to furnish accurate wage statements, and failing to produce
4 requested employment records;

5 48. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 49. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all
8 other applicable Labor Code provisions;

9 50. For reasonable attorney's fees and costs of suit incurred herein pursuant to
10 California Labor Code § 2699; and

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

12 As to all Causes of Action

13 52. For any additional relief that the Court deems just and proper.

14
15 Respectfully submitted,

16 Dated: August 7, 2026

CLARKSON LAW FIRM, P.C.

17
18 By: /s/ Glenn A. Danas
19 Glenn A. Danas
20 Maxim Gorbunov
21 Janet J. Hur
22 Attorneys for Plaintiff

23 **DEMAND FOR JURY TRIAL**

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

25
26 Dated: August 7, 2026

CLARKSON LAW FIRM, P.C.

27 By: /s/ Glenn A. Danas
28 Glenn A. Danas
Maxim Gorbunov
Janet J. Hur
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 *Creel v. Micro1 Inc.*
3 26STCV16539

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 18 and not a party to the within action; my business address is 22525 Pacific Coast Highway,
6 Malibu, CA 90265.

7 On August 7, 2026, I served the foregoing document(s) described as:

8 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

9 on the interested party(ies) in this action as follows:

10 **Gibson, Dunn & Crutcher LLP**

11 Theane Evangelis, Esq.
12 tevangelis@gibsondunn.com
13 Allison Mather, Esq.
14 amather@gibsondunn.com
15 Brandon Stoker, Esq.
16 bstoker@gibsondunn.com
17 333 South Grand Avenue
18 Los Angeles, CA 90071
19 213-229-7000
20 213-229-7520 (Fax)

21 *Attorneys for Defendants*

22 (X) **BY ELECTRONIC MEANS:** I caused to be transmitted a true and correct copy of
23 the foregoing document(s) via Case Anywhere to the interested
24 party(ies)/person(s) as set forth on the above service list pursuant to court order and
25 via electronic mail.

26 I declare under the penalty of perjury under the laws of the State of California that
27 the foregoing is true and correct.

28 Executed on August 7, 2026

/s/Amanda Morales

Amanda Morales