Justin Lo (SBN: 280102)
justin@caworklawyer.com
WORK LAWYERS PC
22939 Hawthorne Blvd., #300
Torrance, CA 90505
Tel: (310) 248-2944
Fax: (424) 355-8535

Attorney for Plaintiff DEVIN TERRELL, an individual, on behalf of all others similarly situated, and on behalf of Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

DEVIN TERRELL, an individual, on behalf of all others similarly situated, and on behalf of Aggrieved Employees,

Plaintiff,

vs.

AMERICAN AUTOMOBILE ASSOCIATION OF NORTHERN CALIFORNIA, NEVADA & UTAH, a California Nonprofit Mutual Benefit Corporation; and DOES 1- 50, Inclusive,

Defendants,

Case No.

CLASS ACTION AND PAGA COMPLAINT FOR DAMAGES AND PENALTIES FOR:

(1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1197, 1197.1)

(2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1198)

(3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512)

(4) Failure to Provide Rest Periods (Cal. Lab. Code § 226.7)

(5) Failure to Pay Wages Upon Discharge of Employment/Waiting Time Penalties (Cal. Lab. Code § 201-203)

(6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226(a) et seq.)

(7) Failure to Keep Requisite Payroll Records (Cal. Lab. Code § 1174(d))

(8) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2802)

(9) Failure to Pay Sick Pay (Cal. Lab. Code § 246)

(10) Unfair Business Competition (Bus. &

Prof. Code § 17200 et seq.)

(11) Private Attorneys General Act ("PAGA") (Cal. Lab. Code § 2699 et seq.)

DEMAND FOR JURY TRIAL

Plaintiff DEVIN TERRELL ("Plaintiff"), hereby submits his Class Action and PAGA Complaint against Defendants AMERICAN AUTOMOBILE ASSOCIATION OF NORTHERN CALIFORNIA, NEVADA & UTAH, a California Nonprofit Mutual Benefit Corporation, and DOES 1-50 (hereinafter collectively referred to as "Defendants"), as an individual on behalf of himself, of the Class of all other similarly situated employees, and Aggrieved Employees, and alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the violations of the California Labor Code, California Business & Professions Code ("Bus. & Prof"), and the applicable Industrial Welfare wage orders ("IWO") that pertain to claims under the California Labor Code, Bus. & Prof. Code, and IWOs for compensatory damages, restitution, penalties, wages, premium pay, wage statements, and reimbursements to employees.

2. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Venue is proper in Contra Costa County because Plaintiff worked for Defendant in this County and Defendant maintains offices, employ individuals, and transact business in this County.

PARTIES

4. On or about March 15, 2022, Plaintiff began working for Defendant as a non-exempt employee as a driver. On or about November 13, 2025, Plaintiff's employment ended. Plaintiff was and is the victim of the policies, practices, and customs of Defendant complained of

in this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code.

5. Defendant AMERICAN AUTOMOBILE ASSOCIATION OF NORTHERN CALIFORNIA, NEVADA & UTAH (hereinafter "AAA NCNU"), at all times mentioned herein, was and is, upon information and belief, a California Nonprofit Mutual Benefit Corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Contra Costa.

6. At all relevant times mentioned herein, Defendant was the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

7. At all times relevant times mentioned herein, Defendants AAA NCNU, and DOES 1 through 50, and each of them were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

8. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 50, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

CLASS ACTION ALLEGATIONS

9. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of

Civil Procedure section 382. Plaintiff reserves the right to establish additional subclasses if appropriate.

10. The proposed Class is defined as follows: All current and former non-exempt employees who worked for the Defendant within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.

11. In addition, Plaintiff will seek to certify the following subclasses:

a. All of Defendant's current and former non-exempt California employees who worked more than 3.5 hours in a shift at any time from four years prior to the filing of this complaint to the present (REST BREAK SUB-CLASS");

b. All of Defendant's current and former non-exempt California employees who worked more than 5 hours in a shift at any time from four years prior to the filing of this complaint to the present ("MEAL BREAK SUB-CLASS");

c. All of Defendant's current and former non-exempt California employees who worked more than 8 hours in a shift at any time from four years prior to the filing of this complaint to the present ("OVERTIME SUB-CLASS");

d. All of Defendant's current and former non-exempt California employees who were not paid for all business-related expenses at any time from four years prior to the filing of this complaint to the present ("REIMBURSEMENT SUB-CLASS");

e. All of Defendant's current and former non-exempt California employees who earned any non-discretionary pay, including without limitation, shift differentials and bonuses covering the same time period in which the employee was paid overtime from four years prior to the filing of this complaint through the present ("OVERTIME REGULAR RATE SUB-CLASS");

f. All of Defendant's current and former non-exempt California employees who earned any non-discretionary pay, including without limitation, shift differentials and bonuses covering the same time period in which the employee

was also paid sick pay wages at any time from four years prior to the filing of this complaint to the present ("SICK PAY REGULAR RATE SUB-CLASS");

g. All of Defendant's current and former non-exempt California employees who earned any non-discretionary pay, including without limitation, shift differentials and bonuses covering the same time period in which the employee was also paid meal and rest break premium wages at any time from four years prior to the filing of this complaint to the present ("MEAL AND REST BREAK PREMIUM REGULAR RATE SUB-CLASS")

h. All of Defendant's current and former non-exempt California employees who separated from their employment from Defendant from four years prior to the filing of this complaint to the present ("WAITING TIME PENALTY SUB-CLASS").

12. **Numerosity and Ascertainability**: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendant's records, including payroll records. Plaintiff alleges that Defendant: (a) failed to provide accurate, itemized wage statements in violation of Labor Code § 226; (b) failed to pay overtime for all hours worked in violation of Labor Code §§ 510, 558, 1194, and 1197.1; (c) failed to pay minimum wages for all hours worked in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failed to provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (e) failed to pay all earned wages to employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199, and the applicable IWC Wage Orders; (f) failed to reimburse business expenses in violation of Labor Code § 2802; (g) failed to pay sick pay in violation of Labor Code § 246; and (h) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, including without limitation, California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197, 1197.1, and the applicable IWC Wage Orders.

13. **Adequacy of Representation**: The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above.

Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

14. Defendant uniformly administered a corporate policy, practice that (a) failed to pay all wages for all hours worked; (b) failed to provide accurate itemized wage statements in violation of Labor Code § 226; (c) failed to pay overtime and sick pay based on the correct regular rate; (d) failed to provide duty-free meal and rest breaks; (e) failed to pay meal and rest break premium wages based on the correct regular rate; (f) failed to pay all wages due upon separation of employment; (g) failed to pay sick pay and (h) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, including without limitation, California Labor Code §§ 201-204, 233, 226, 226.7, 246, 510, 512, 558, 1194, 2802, and the applicable IWC Wage Orders.

15. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendant: (a) failing to provide accurate, itemized wage statements in violation of Labor Code § 226; (b) failing to pay overtime for all hours worked in violation of Labor Code §§ 510, 558, 1194, and 1197.1; (c) failing to pay minimum wages for all hours worked, in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failing to provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (e) failing to pay all earned wages to employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199, and the applicable IWC Wage Orders; (f) failing to reimburse business expenses in violation of Labor Code § 2802; (g) failed to pay sick pay in violation of Labor Code § 246; and (h) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, including without limitation, California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197, 1197.1, and the applicable IWC Wage Orders.

16. **Typicality**: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

17. The California Labor Code and upon which Plaintiff bases these claims is broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

18. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual Plaintiff with Defendant's vastly superior financial and legal resources. Requiring each Class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

19. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class members against the Defendant and which would establish potentially incompatible standards of conduct for the Defendant, and/or (b) adjudications with respect to individual Class members which would, as a practical matter, be dispositive of the interest of the other Class members not parties to the adjudications or which would substantially impair or impede the ability of the Class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

20. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid overtime, unpaid minimum wages, including interest thereon, unpaid meal and rest period premium pay, unpaid sick pay, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-203, 218.5, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, and 2802, the applicable IWC Wage Orders and Code of Civil Procedure § 1021.5.

21. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is representative of, will establish the right of each of the members of the Class to recovery on the causes of action alleged herein.

22. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendant. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendant. This action is brought for the benefit of the entire class and will result in the creation of a common fund.

GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendant employed Plaintiff and other persons as non-exempt employees within the State of California, County of Contra Costa.

24. Defendant, jointly and severally, employed Plaintiff as a non-exempt employee, from approximately March 15, 2022 to approximately November 13, 2025, in the State of California, County of Contra Costa.

25. Defendant hired Plaintiff and the other class members and classified them as non-exempt employees, and failed to compensate them for all hours worked and missed, late, and interrupted meal periods and/or rest breaks.

26. Specifically, Plaintiff frequently received service calls immediately before his scheduled meal periods and, because he was required to clock out before the fifth hour of work or face termination, he was forced to clock out while still on the service call, complete all work-related tasks, and only then take his meal break. Defendant's own records show that it disciplined Plaintiff for meal period timing, including a "Documented Verbal- Failure to clock in

and out for Meal Breaks" on July 4, 2023, and a "Documented Verbal- Meal Violation" on September 23, 2024. Plaintiff was also regularly not provided with his rest periods, including his first rest period.

27. Defendant had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiffs and the other class members' employment, and to supervise their daily employment activities.

28. Defendant exercised sufficient authority over the terms and conditions of Plaintiffs and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

29. Defendant directly hired and paid wages and benefits to Plaintiff and the other class members.

30. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendant.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendant engaged in a pattern and practice of wage abuse against their non-exempt employees within the State of California. This pattern and practice involved failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks and sick pay wages at the regular rate of pay and providing them accurate wage statements in violation of California law.

32. Plaintiff earned non-discretionary remuneration, including without limitation shift differentials and/or bonuses stated as "Fleet Quality Incentive" and "Fleet Efficiency Bonus" on his wage statements that were not included into calculation of his regular rate of pay whenever premium wages were paid. For example, on his September 26, 2025 wage statement, Defendant paid Plaintiff eight hours of unscheduled paid time off at his base rate of $30.41 per hour, even though in the same pay period Plaintiff earned shift differential pay at rates of $30.91 to $32.41 per hour and "Fleet Efficiency Bonus" payments. Defendant also recalculated Plaintiff's overtime for bonus weeks only in later pay periods, so that the additional overtime wages were not paid when due.

33. Plaintiff was required to use his personal cellphone to send and receive photos and other work-related text messages to his supervisors. Additionally, he was required to use a two-factor authentication method with his cellphone. Lastly, Plaintiff often used his personal cell phone to clock in and out when his company provided tablet and cell phone did not have good service. Plaintiff did not receive reimbursement for the use of his personal cellphone and personal data plan. Plaintiff also purchased socket sets costing approximately $50.00 to $75.00 that were necessary to perform his job duties as a tow truck driver and was not reimbursed for them.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and the other class members were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and the other class members were entitled to receive all wages owed to them during their employment. Plaintiff and the other class members did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and the other class members were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendant. The deficiencies included, inter alia, the failure to include the total number of hours worked by Plaintiff and the other class members.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Defendant was required to keep complete and accurate payroll records for Plaintiff and the other class members in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and the other class members were entitled to reimbursement for necessary business-related expenses.

39. During the relevant time period, Defendant failed to pay overtime wages to Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class members were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all overtime hours worked.

40. During the relevant time period, Defendant failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members.

41. During the relevant time period, Defendant failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

42. During the relevant time period, Defendant failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation. Specifically, Defendant discharged Plaintiff on or about November 14, 2025, but did not pay his final wages until November 18, 2025.

43. During the relevant time period, Defendant failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, inter alia, California Labor Code section 204.

44. During the relevant time period, Defendant failed to provide complete or accurate wage statements to Plaintiff and the other class members.

45. During the relevant time period, Defendant failed to keep complete or accurate payroll records for Plaintiff and the other class members.

46. During the relevant time period, Defendant failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

47. During the relevant time period, Defendant failed to pay Plaintiff and the other class members sick pay.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Cal. Labor Code §§ 1194, 1197, 1197.1)

(Against all Defendants, and DOES 1 through 50)

48. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

49. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide for the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum wage so fixed is unlawful.

50. During the relevant time period, Defendant failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

51. Defendant's failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

52. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of $100.00 for the initial failure to timely pay each employee minimum wages, and $250.00 for each subsequent failure to pay each employee minimum wages.

53. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against all Defendants and DOES 1 through 50)

54. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

55. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

56. Specifically, the applicable IWC Wage Order provides that Defendant is and was required to pay Plaintiff and the other class members employed by Defendant, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

57. The applicable IWC Wage Order further provides that Defendant is and was required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

58. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

59. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

60. During the relevant time period, Defendant intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

61. Defendant’s failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

62. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of California Labor Code §§ 226.7, 512)

(Against All Defendants and DOES 1 through 50)

63. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs and the other class members' employment by Defendant.

64. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC. At all relevant times, the applicable IWC Wage Order and California Lab or Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

65. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

66. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/ or rest period.

67. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period. During the relevant time period, Defendant intentionally and willfully required

Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

68. During the relevant time period, Defendant failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

69. Defendant's conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a). Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendant one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Violation of Cal. Lab. Code § 226.7)

(Against All Defendants and DOES 1 through 50)

70. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

71. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226. 7 were applicable to Plaintiff's and the other class members' employment by Defendant.

72. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

73. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof' unless the total daily work time is less than three and one-half (3 ½) hours.

74. During the relevant time period, Defendant required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

75. During the relevant time period, Defendant willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

76. During the relevant time period, Defendant failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

77. Defendant's conduct violates applicable IWC Wage Orders and California Labor Code section 226.7. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendant one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

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FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES UPON DISCHARGE OF EMPLOYMENT / WAITING TIME PENALTIES

(Violation of California Labor Code §§ 201-203)

(Against All Defendants and DOES 1 through 50)

78. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

79. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless

the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

80. During the relevant time period, Defendant intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendant their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendant's employment. Defendant's failure to pay Plaintiff and the other class members who are no longer employed by Defendant their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendant's employ, is in violation of California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

81. Plaintiff and the other class members are entitled to recover from Defendant the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

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SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of California Labor Code § 226(a))

(Against All Defendants, and DOES 1 through 50)

82. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

83. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the

employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

84. Defendant has intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

85. As a result of Defendant's violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily protected rights.

86. More specifically, Plaintiff and the other class members have been injured by Defendant's intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

87. Plaintiff and the other class members are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

88. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

SEVENTH CAUSE OF ACTION

FAILURE TO KEEP REQUISITE PAYROLL RECORDS

(Violation of California Labor Code§ 1174(d))

(Against all Defendants and DOES 1 through 50)

89. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

90. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

91. Defendant has intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

92. As a result of Defendant's violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily protected rights.

93. More specifically, Plaintiff and the other class members have been injured by Defendant's intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Violation of California Labor Code §§ 2800 and 2802)

(Against All Defendants and DOES 1 through 50)

94. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

95. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

96. Plaintiff and the other class members incurred necessary business-related

expenses and costs that were not fully reimbursed by Defendant.

97. Defendant has intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

98. Plaintiff and the other class members are entitled to recover from Defendant their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

NINTH CAUSE OF ACTION

FAILURE TO PAY SICK PAY

(Violation of Labor Code §§ 201-203, 233 & 246)

(Against All Defendants and DOES 1 through 50)

99. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

100. Labor Code § 233 provides that an employer must permit an employee to use accrued sick leave in accordance with Labor Code § 246.5 at the employee's then current rate of entitlement. Labor Code § 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave. An employer must calculate paid sick leave by using one of two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

101. Moreover, Labor Code § 204 generally provides that wages are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Consistent with Labor Code § 204, Labor Code § 246 also provides that an employer shall provide payment for sick leave taken by an employee no later than the payday for the next regular payroll period after the sick leave was taken. Labor Code § 201 provides if an employer

discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

102. Based on Defendant's failure to pay all sick pay to Plaintiff and Class Members, and as a matter of policy and practice, Defendant failed to timely pay Plaintiff and Class Members all due wages or timely pay all due wages upon separation of employment. On information and belief, Defendant was advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Defendant thus violated Sections 201-204 by not timely paying all due wages and not timely paying all due wages upon the separation of employment.

103. As a pattern and practice, Defendant regularly and willfully failed to pay Plaintiff and other members of the Class their correct wages and accordingly owe damages, restitution, and applicable penalties, including waiting time penalties

104. As a policy and practice, Defendant unlawfully failed to pay sick pay at the regular rate of pay. Plaintiff and Class Members routinely earned non-discretionary remuneration, which increased their regular rate of pay. However, when sick pay was paid, it was paid at the base rate of pay for Plaintiff and Class Members, as opposed to the correct, higher regular rate of pay.

TENTH CAUSE OF ACTION

UNFAIR BUSINESS COMPETITION

(Violation of Business & Professions Code § 17200, et seq.)

(Against All Defendants and DOES 1 through 50)

105. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

106. Defendant, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (a) failing to pay overtime for all hours worked, in violation of Labor Code §§ 510, 558, 1194, and 1197.1; (b) failing to pay minimum wages for all hours worked in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (c) failing to provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to reimburse business expenses in violation of Labor Code § 2802; and (e) engaging in Unfair Business Practices in violation of the UCL, all in violation of the California Labor Code and applicable IWC Wage Orders.

107. Defendant's utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendant's competitors.

108. Plaintiff seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendant by means of the unfair practices complained of herein.

109. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant has engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200, et seq., including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

ELEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Violation of Cal. Lab. Code § 2699, et seq.)

(Against All Defendants and DOES 1 through 50)

110. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

111. Plaintiff brings this cause of action as proxies for the State of California and in this

capacity, seek penalties on behalf of all Aggrieved Employees for Defendant's violations of Labor Code §§201-204, 226, 226.7, 246, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, and 2802 for (a) failing to pay minimum, regular and/or overtime for all hours worked in violation of Labor Code §§ 510, 558, 1194, and 1197.1; (b) failing to pay minimum, regular and/or overtime wages for all hours worked in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (c) failing to provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to reimburse business expenses in violation of Labor Code § 2802; and (e) failing to pay sick pay at the correct regular rate in violation of Labor Code § 246.

112. On or about May 14, 2026, Plaintiff filed written notice online with the California Labor & Workforce Development Agency (the "LWDA") and sent written notice to Defendant by certified mail of Defendant's violations of Labor Code §§201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 246 and 2802 pursuant to the PAGA.

113. As of the date of this filing, the LWDA has not provided written notice regarding whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notices. Therefore, Plaintiff may seek any and all applicable penalties under PAGA.

114. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendant's violation of Labor Code §§201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 246 and 2802 for the time periods described above, as proxies for the State of California and on behalf of other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;

2. For an order appointing Plaintiff as the representatives of the Class as described herein;

3. For an order appointing counsel for Plaintiff as Class counsel;

4. Upon the First Cause of Action, for all unpaid minimum and regular wages and penalties pursuant to statute as set forth in California Labor Code §§ 218.5, 1194, 1197, 1197.1

and 1194.2, and for attorney's fees and costs;

5. For compensatory damages in the amount of unpaid minimum, regular, and overtime wages for work performed by Class members from at least four (4) years prior to the filing of this action, and for attorney's fees and costs; according to proof;

6. For liquidated damages in an amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, and for attorney's fees and costs, according to proof;

7. Upon the Second Cause of Action, for all unpaid overtime wages and penalties pursuant to statute as set forth in California Labor Code § 510 and 1198, and for attorney's fees and costs;

8. Upon the Third Cause of Action, for damages and/or penalties including meal period premiums pursuant to California Labor Code § 226.7 and 512, and for attorney's fees and costs, according to proof;

9. Upon the Fourth Cause of Action, for damages and/or penalties including rest period premiums pursuant to California Labor Code § 226.7 and the applicable IWOs, and for attorney's fees and costs, according to proof;

10. Upon the Fifth Cause of Action for damages and/or penalties, waiting time penalties pursuant to California Labor Code §§ 201, 202 and 203, according to proof;

11. Upon the Sixth Cause of Action, for all penalties pursuant to Labor Code § 226(a), and for attorney's fees and costs;

12. Upon the Seventh Cause of Action, for penalties pursuant to California Labor Code § 1174.5, and for attorney's fees and costs, according to proof;

13. Upon the Eighth Cause of Action, for damages and/or penalties, and for attorney's fees and costs, according to proof;

14. Upon the Ninth Cause of Action, for all penalties pursuant to Labor Code § 246, and for attorney's fees and costs, according to proof;

15. Upon the Tenth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendant by any acts

or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq*., for the time periods described above and for attorney's fees and costs, according to proof;

16. Upon the Eleventh Cause of Action, for civil penalties, costs and attorneys' fees pursuant to Labor Code §§ 226.3 and the California Private Attorney's General Act, Labor Code 2699, et seq.;

17. For restitution and/or damages for all amounts unlawfully withheld from the wages from all class members in violation of California Labor Code § 204, according to proof;

18. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 510, 558, 1194, 1197.1, and Code of Civil Procedure § 1021.5;

19. For other wages and penalties under California Labor Code, according to proof;

20. For all general, special, consequential, and incidental damages, according to proof;

21. For prejudgment interests;

22. For such other and further relief as the Court may deem just and proper.

Dated: October 16, 2026

WORK LAWYERS PC

By: Justin Lo

Justin Lo, Esq.
Attorney for Plaintiff, class members and aggrieved employees