

JOSEPH TOJARIEH (SBN 265492)
jft@stonebrooklaw.com
STONEBROOK LAW
10250 Constellation Boulevard, Suite 2300
Los Angeles, California 90067
Tel: (310) 553-5533

Attorney for Plaintiff
MELISSA GLOVER, on behalf of herself, other
aggrieved employees, and the State of California

FILED
Superior Court of California
County of Los Angeles

07/29/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MELISSA GLOVER, on behalf of herself,
other aggrieved employees, and the State of
California,

Plaintiff,

v.

ALLPRO STAFFNET LIMITED LIABILITY
COMPANY, a Nevada limited liability
corporation; and Does 1 through 100,
inclusive,

Defendants.

CASE NO. 26STCV23096

[Assigned for all purposes to the Honorable
Samantha P. Jessner, Dept. 7]

**First Amended Representative Action
Complaint Under Private Attorney General
Act (Cal. Lab. Code § 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

Action Filed: July 22, 2026

Trial Date: No trial date set

1 Plaintiff Melissa Glover complains and alleges against Defendant Allpro Staffnet Limited
2 Liability Company (“Allpro”) as follows:

3 **THE PARTIES**

4 **Plaintiff**

5 1. Plaintiff is, and at all relevant times was, an individual residing in Fresno County,
6 California.

7 **Defendant**

8 2. Allpro Staffnet Limited Liability Company is, and at all relevant times was, a Nevada
9 limited liability corporation doing business in Los Angeles County, California.

10 **Does**

11 3. Plaintiff is unaware of the true names and capacities of the defendants sued herein as
12 Does 1 through 100, inclusive, and, therefore, sues these defendants by such fictitious names.
13 Plaintiff will amend this Complaint to allege the true names and capacities of such fictitiously named
14 defendants when the same have been ascertained. Plaintiff is informed and believes and based
15 thereon alleges that each fictitiously named defendant is responsible in some manner for the
16 occurrences alleged herein and that Plaintiff’s damages were proximately caused by their conduct.

17 **Agency**

18 4. Plaintiff is informed and believes and, on that basis, alleges that at, all material times,
19 each defendant was the agent, employee, partner, joint venture, co-conspirator, owner, principal, and
20 employer of the remaining defendants, and is, and at all times herein mentioned was, acting within
21 the course and scope of that agency, employment, partnership, conspiracy, ownership or joint
22 venture. Plaintiff is further informed and believes and based thereon alleges that the acts and conduct
23 alleged herein were known to, and authorized, directed, and/or ratified by, the officers, directors, and
24 managing agents of the business entity defendants, and each of them.

25 ///

26 ///

27 ///

1 **NATURE OF REPRESENTATIVE ACTION CLAIM**

2 ***Background on Allpro***

3 5. Allpro Staffnet Limited Liability Company is a home health staffing company
4 incorporated in Nevada and headquartered in Madison, Tennessee, with operations throughout
5 California. Allpro employs individuals to provide nonmedical in-home care and housekeeping
6 services to clients.

7 ***Background on Plaintiff's Employment***

8 6. Plaintiff began working for Allpro in approximately September 5, 2025. Allpro
9 classified Plaintiff as a non-exempt, part-time employee and paid her on an hourly basis. Plaintiff last
10 worked for Allpro on approximately February 24, 2026.

11 7. Plaintiff reported to Allpro's Fresno office. Her work consisted of providing in-home
12 care services to individuals residing in, among other counties, Fresno, Madera, Tulare, Kings, and
13 Merced counties.

14 8. Plaintiff's employment was governed by uniform company-wide policies and practices
15 that resulted in unpaid work, missed meal and rest periods, improper overtime calculations,
16 inaccurate wage statements, and unreimbursed business expenses.

17 ***Background on Allpro's Employment Practices Affecting Plaintiff and Aggrieved Employees***

18 9. Allpro maintained uniform employment practices that applied to Plaintiff and all its
19 other current and former California non-exempt employees ("Aggrieved Employees"). These
20 practices systematically resulted in violations of the California Labor Code and applicable IWC
21 Wage Orders.

22 10. Allpro dispatches employees (who it calls "caregivers" or "personal support workers")
23 to clients' private homes to provide home care and housekeeping services. Allpro's Scope of Services
24 document divides this work into two tracks, both performed by the same employees: (1) "Home
25 Services Worker," which covers bathing, grooming, meal preparation and feeding, dressing,
26 transferring (e.g., bed-to-wheelchair), and assistance with toileting; and (2) "Homemaker Services
27 Worker," which covers light housekeeping, dishwashing, bed-making, dusting and vacuuming, meal
28 preparation, laundry, and grocery shopping. Some tasks, such as meal preparation, were required in

both tracks. Although listed as separate tracks, employees performed both on an integrated basis. Housekeeping services were a substantial component of their work, not an incidental one.

11. Allpro compensates its employees at two different rates depending on the type of work performed. Time spent at a client's home is paid at a client-specific "Regular" rate, which varies based on Allpro's assessment of each client's care needs and location. In practice, Allpro often pays employees at a lower client-specific Regular rate than the rate communicated at the time of assignment, resulting in underpayments. Drive time between clients (Allpro's so-called "intervisit travel") is paid at a separate, reduced "Travel" rate, typically at or near minimum wage.

12. Allpro's records reflect facially inconsistent treatment of intervisit travel time during overtime hours: in some pay periods, travel that falls within overtime hours is compensated at the blended overtime rate; in others involving the same pay category, the identical type of time is compensated at a base travel rate equivalent to the minimum wage. No consistent methodology explains the difference. The result is that overtime premiums are calculated on an improperly derived base and applied inconsistently, underpaying Allpro employees in every pay period in which overtime was recorded.

13. When employees transport clients to medical appointments, grocery stores, or other destinations, that time is not recorded or compensated by Allpro, despite these tasks being expressly listed in its Scope of Services. For intervisit travel between clients, Allpro similarly does not compensate employees for actual drive time. Instead, Allpro pays only the duration it estimates the drive should take, regardless of the time that actually elapsed.

14. Allpro uses an electronic mobile application that records GPS-verified clock-in and clock-out timestamps, with the capability to capture time worked to the exact minute. Despite this capability, Allpro regularly calculates and pays wages rounded to the nearest 15-minute increment, consistently resulting in time shaved from employee records.

15. Moreover, when the app lost connection (due to poor reception or other reason), it failed to record employees' hours. Allpro enforced a policy of deducting time from employees' time sheets when its timekeeping app lost connection.

///

16. Allpro supervisors override employees' GPS-verified clock-in and clock-out entries with manual adjustments, without employee knowledge or authorization. These overrides are documented in Allpro's own timekeeping records, which reflect entries replaced by named coordinators, substituting manual timestamps in place of GPS-verified mobile clock events. The pattern of these overrides reduced recorded hours, including on days employees worked over eight hours, landing records at or just under the applicable overtime threshold.

17. Employees are required to install and operate the same application on their personal mobile devices as a condition of employment, and to use those devices to clock in and clock out at each visit, document visit activity, and communicate with coordinators throughout their workday. Employees are not provided a company-issued device and receive no reimbursement for the data usage, wear, or cost associated with required personal device use.

18. Allpro does not provide meal or rest periods to its employees. Because employees are assigned to provide continuous in-home care, housekeeping, and assistance, they cannot leave clients unattended and remain responsible to work at all times during a shift. Employees are not permitted to clock out and back in for meal breaks, and no mechanism exists for scheduling or authorizing duty-free rest periods.

19. The foregoing practices are uniform, systemic, and arise from Allpro's centralized business model and operational decisions. These practices affected Plaintiff and Aggrieved Employees.

Failure to Pay Minimum and Straight Time Wages for All Hours Worked, Including Off-the-Clock and Unrecorded Time

20. California law requires employers to pay employees for all hours worked, defined as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." (IWC Wage Order Nos. 15-2001, § 2(H) and 4-2001, § 2(K); *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 578.) All hours worked must be paid no less than the applicable minimum wage. (Lab. Code §§ 1194, 1197, 1198; IWC Wage Order Nos. 15-2001, § 4 and 4-2001, § 4.) An employer who fails to pay minimum wages is liable to the employee for the unpaid wages, liquidated damages in an equal

amount, plus interest, attorney's fees, and costs. (Lab. Code §§ 1194(a), 1194.2.)

21. Allpro violated Labor Code sections 1194, 1194.2, 1197, 1197.1, and 1198, as well as the minimum wage provisions of IWC Wage Order Nos. 15-2001 and 4-2001, by failing to compensate Plaintiff and Aggrieved Employees for all hours worked.

22. Allpro pays intervisit drive time based on its own estimate of how long a drive should take rather than the time actually elapsed. This results in underpayment of time that is plainly compensable: employees driving between assignments remain under Allpro's direction and control throughout. Similarly, the time employees spend transporting clients to appointments and other destinations is required work under Allpro's direction for which no wages are paid at all.

23. Moreover, while its electronic timekeeping application records GPS-verified timestamps to the minute, Allpro automatically rounds employees' pay to the nearest 15-minute increment rather than compensating for actual hours worked. Where this rounding consistently disadvantages employees rather than distributing deviations neutrally, it violates California law. (*See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 907.) Where an employer's timekeeping system has the capability to capture and record exact time worked, as Allpro's does through its electronic mobile application, there is no operational justification for rounding at the payroll calculation stage, and rounding is impermissible regardless of facial neutrality. (*Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, 660.) Under California law, there is no de minimis threshold below which an employer may disregard compensable work time. (*Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829, 848.)

24. Allpro also compounds the rounding loss by having supervisors override GPS-verified clock entries with manual adjustments that further reduce recorded time without employee authorization, as documented in its own timekeeping records. Further, Allpro deducted employees' time when its time tracking app failed to record hours worked as a result of losing connection or some other reason. This practice resulted in unpaid wages.

25. The foregoing is not an exhaustive account of Allpro's minimum wage violations, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

26. By failing to compensate Plaintiff and Aggrieved Employees for all hours worked, including time spent under Allpro's control as described above, Allpro violated Labor Code sections 1194, 1194.2, 1197, 1197.1, and 1198 and the minimum wage provisions of IWC Wage Order Nos. 15-2001 and 4-2001. These violations give rise to civil penalties under PAGA for Plaintiff and Aggrieved Employees and for each workday and pay period in which they earned below minimum wage.

Failure to Pay Overtime Compensation

27. An employer is required to pay time-and-one-half the employee's regular rate of pay for all hours over 8 in a day, for the first 8 hours worked on the seventh consecutive day of a workweek, and for all hours over 40 in a workweek, and double the regular rate for all hours over 12 in a day and for all hours over 8 on the seventh consecutive day of a workweek. (Lab. Code §§ 510(a), 1194, 1198; IWC Wage Order Nos. 15-2001, § 3 and 4-2001, § 3.)

28. Allpro violated Labor Code sections 510, 1194, and 1198, as well as the overtime provisions of IWC Wage Order Nos. 15-2001 and 4-2001, by failing to pay Plaintiff and Aggrieved Employees the required overtime and double-time premiums for all hours triggering such compensation under the foregoing provisions.

29. Allpro's failure to record and compensate actual intervisit drive time, client transport time, time deducted due to the timekeeping app losing connection, and time removed through supervisory overrides of GPS-verified clock entries means that the hours reflected in Allpro's payroll records understate actual hours worked. On any workday or workweek where including those uncompensated hours would push total time past the applicable overtime or double-time threshold, additional premiums are owed and unpaid.

30. The pattern of supervisory overrides compounds this problem: Allpro's own timekeeping records show GPS-verified entries being replaced with manual adjustments that land recorded hours at or just under 8 hours on days employees worked longer, directly suppressing the daily overtime trigger.

31. Allpro's own payroll records reveal a further problem. In some pay periods, intervisit travel time that falls within overtime hours is compensated at the blended overtime rate. In others,

that same category of time is paid at the flat \$16.50 Travel rate, even though the employee has already crossed the overtime threshold. No consistent rule explains when one approach is used versus the other. The result is that the overtime premium Allpro applies to travel time is arbitrary, and in the pay periods where it defaults to the flat Travel rate, employees receive no overtime premium on those hours at all.

32. The foregoing is not an exhaustive account of Allpro's overtime violations, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

33. By engaging in the unlawful wage and hour practices above, including, but not limited to, failing to record and compensate all hours worked and failing to properly calculate overtime wages, Allpro violated Labor Code sections 510, 1194, and 1198 and the overtime provisions of IWC Wage Order Nos. 15-2001 and 4-2001. These violations entitle Plaintiff and Aggrieved Employees to recover PAGA penalties.

Failure to Provide Legally Required Meal Periods

34. Employees who work more than five hours in a workday must be provided a timely, duty-free meal period of at least 30 uninterrupted minutes before the fifth hour. Employees who work more than ten hours be provided a second duty-free meal period of at least 30 uninterrupted minutes before the end of the tenth hour of work. (Lab. Code §§ 226.7, 512, 1198; IWC Wage Order Nos. 15-2001, § 11 and 4-2001, § 11.) Where a meal period is not provided, the employer must pay one additional hour of premium pay at the employee's regular rate of compensation. (Lab. Code § 226.7(c).)

35. Allpro violated Labor Code sections 226.7, 512, 1198, as well as the meal break provisions of IWC Wage Order Nos. 15-2001 and 4-2001, by failing to provide Plaintiff and Aggrieved Employees with timely, duty-free, uninterrupted meal periods as required, and by failing to pay the required premium compensation for each meal period that was not provided.

36. As detailed above, employees provide continuous in-home care, housekeeping, and assistance and cannot leave clients unattended at any point during a shift. Employees are not permitted to clock out for meal breaks, and Allpro has no mechanism for authorizing or scheduling a

duty-free period.

37. Moreover, Allpro's own time records contain no meal period entries. Under California law, where an employer's records show no meal period for a shift exceeding five hours, a rebuttable presumption arises that the employee was not relieved of duty and no compliant meal period was provided. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 74-76, adopting *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1052-1053 (conc. opn. of Werdegar, J.)) The burden falls on Allpro to rebut that presumption. Allpro cannot satisfy that burden by referencing its own time records.

38. Allpro did not pay meal period premium wages of one additional hour at the employee's regular rate of compensation for each missed or non-compliant meal period, as required by Labor Code section 226.7(c).

39. The foregoing is not an exhaustive account of Allpro's meal period violations, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

40. Allpro's failure to provide compliant meal periods and its failure to pay one additional hour of premium pay for each missed or non-compliant meal period violates Labor Code sections 226.7, 512 and 1198 and the meal period provisions of IWC Wage Order Nos. 15-2001 and 4-2001. These violations give rise to civil penalties under PAGA for Plaintiff and Aggrieved Employees and for each pay period in which compliant meal periods were not provided and/or premium pay was not paid.

Failure to Authorize and Permit Rest Periods

41. Employees must be authorized and permitted to take a paid, duty-free rest period of at least ten net minutes for every four hours worked, or major fraction thereof, as near the middle of each work period as practicable. Employees working shifts of more than ten hours are entitled to a third rest period. (Lab. Code § 226.7; IWC Wage Order Nos. 15-2001 § 12 and 4-2001 § 12.) Unlike meal periods, there is no rest period waiver under California law.

42. Allpro violated Labor Code sections 226.7 and 1198, as well as the rest break provisions of IWC Wage Order Nos. 15-2001 and 4-2001, by failing to authorize and permit Plaintiff

and Aggrieved Employees to take timely, duty-free rest periods as required, and by failing to pay the required premium compensation for each rest period that was not provided.

43. The same structural conditions that prevent compliant meal periods (continuous care, housekeeping, and assistance obligations, no relief staffing, and no mechanism for authorizing duty-free breaks) equally prevent employees from taking compliant rest periods.

44. As with the meal breaks, Allpro did not pay rest period premium wages of one additional hour at the employee's regular rate of compensation for each missed rest period, as required by Labor Code section 226.7(c).

45. The foregoing is not an exhaustive account of Allpro's rest period violations, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

46. By failing to authorize and permit legally compliant rest periods and by failing to pay the applicable premium wages, Allpro violated Labor Code sections 226.7 and 1198 and the rest period provisions of IWC Wage Order Nos. 15-2001 and 4-2001. These violations give rise to civil penalties under PAGA for Plaintiff and Aggrieved Employees and for each pay period in which compliant rest periods were not provided and/or premium pay was not paid.

Failure to Maintain Required Payroll Records

47. Employers are required to maintain accurate records of the names and addresses of all employees, the hours worked daily by each employee and the wages paid to each employee, and to preserve such records for a period of not less than three years. (Lab. Code § 1174(d); IWC Wage Order Nos. 15-2001, § 7(A) and 4-2001, § 7(A).)

48. Allpro violated Labor Code section 1174(d), as well as the employment records provisions of IWC Wage Order Nos. 15-2001 and 4-2001, by failing to maintain accurate and complete records of the hours worked and wages paid to Plaintiff and Aggrieved Employees.

49. Allpro's timekeeping records are systematically inaccurate: they reflect supervisor overrides that substitute manual timestamps for GPS-verified entries; they record intervisit travel based on estimated rather than actual durations; they omit client transport time despite it being a required duty; and they calculate hours on rounded rather than actual increments. Taken together,

Allpro's time and pay records do not accurately reflect the total hours employees spent under its control in any pay period.

50. Moreover, Allpro's time records contain no meal period clock-outs or clock-ins. The complete absence of meal period entries is a per se violation of section 1174(d) and IWC Wage Order Nos. 15-2001, section 7, and 4-2001, section 7, independent of whether compliant meal periods were in fact provided. This recordkeeping failure also prevents any after-the-fact verification of meal period compliance and, as *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 74-76 makes clear, precludes Allpro from relying on its own time records to establish that compliant meal periods were provided.

51. The foregoing is not an exhaustive account of Allpro's failure to maintain accurate and complete employment records, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

52. By failing to maintain accurate and complete employment records, Allpro violated Labor Code section 1174(d) and IWC Wage Order Nos. 15-2001 and 4-2001. These recordkeeping failures facilitated and concealed the wage payment and wage statement violations described herein. Accordingly, these recordkeeping failures constitute a violation of section 1198 (for failing to comply with the Labor Code and wage order provisions), enforceable under PAGA.

Failure to Furnish Timely and Accurate Itemized Wage Statements

53. Employers are required to provide employees with timely and accurate itemized wage statements for each pay period containing, among other items, gross wages earned, total hours worked, all applicable hourly rates and the hours worked at each rate, and net wages earned. (Lab. Code § 226(a); IWC Wage Order Nos. 15-2001, § 7 and 4-2001, § 7.)

54. Allpro violated Labor Code sections 226 and 226.3, as well as the wage statement provisions of IWC Wage Order Nos. 15-2001 and 4-2001, by failing to provide Plaintiff and Aggrieved Employees with timely and accurate itemized wage statements containing all required information.

55. Because Allpro's records reflect rounded rather than actual hours, estimated rather than actual intervisit travel durations, inconsistent intervisit travel pay, time deducted due to the time

keeping app losing connection, manually removed time, and no client transport time, the total hours worked and pay received figure on each wage statement is inaccurate. Meal and rest period premium wages are also absent from the statements.

56. Moreover, since employees earn two different rates within a single workweek, the regular rate for overtime purposes must reflect a weighted average of all hours worked at all rates during that workweek. Allpro's own payroll records show that it attempts to compute such a blended rate, but its methodology is improper as documented by those records themselves. For example, Allpro derives the blended rate by dividing care earnings by care hours only, without including intervisit travel hours or travel pay in either the numerator or denominator.

57. As a result, Plaintiff and Aggrieved Employees cannot determine from their wage statements whether they have been fully and correctly compensated, frustrating the transparency purposes of Labor Code section 226.

58. The foregoing is not an exhaustive account of Allpro's failure to provide timely and accurate itemized wage statements, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

59. Each pay period in which Allpro issued a non-compliant wage statement constitutes a separate violation, giving rise to civil penalties under section 226.3, recoverable through PAGA.

Failure to Reimburse Business Expenses

60. Employers must indemnify employees for all necessary expenditures incurred in direct consequence of the discharge of their duties, and to provide or reimburse the cost of all tools and equipment required for work. (Lab. Code § 2802; IWC Wage Order Nos. 15-2001, § 9(B) and 4-2001, § 9(B).)

61. Allpro violated Labor Code section 2802, as well as the indemnification and reimbursement provisions of IWC Wage Order Nos. 15-2001 and 4-2001, by failing to indemnify Plaintiff and Aggrieved Employees for all necessary expenditures incurred in direct consequence of the discharge of their duties and by failing to provide or reimburse the cost of all tools and equipment required for work.

///

62. Although Allpro provides a per-mile mileage reimbursement for some intervisit trips, it calculates mileage based on estimated routes rather than actual distance, and excludes client transport time entirely despite it being a required duty. The reimbursement, therefore, does not cover all vehicle expenses employees incur in the performance of their assigned responsibilities.

63. Moreover, Allpro requires employees to use personal mobile devices to operate its GPS tracking and timekeeping application and to conduct all work-related communications throughout every shift. Under *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1140, an employer must reimburse a reasonable percentage of an employee's actual monthly cell phone bill whenever the employee is required to use a personal device for work, regardless of the type of plan the employee carries. Allpro provides no reimbursement whatsoever for required personal device use.

64. The foregoing is not an exhaustive account of Allpro's failure to adequately indemnify and reimburse Plaintiff and Aggrieved Employees, and Plaintiff anticipates that additional violations will be revealed through further investigation and discovery.

65. The violations of Labor Code section 2802 and IWC Wage Order Nos. 15-2001, section 9, and 4-2001, section 9, give rise to PAGA civil penalties for each pay period in which required business expenses were not fully reimbursed.

Failure to Pay All Wages Due Upon Separation

66. Employers must timely pay all wages earned at the time of separation. An involuntarily terminated employee must be paid all final wages immediately upon termination, and an employee who resigns without notice must be paid within 72 hours of separation. (Lab. Code §§ 201, 202.) An employer who willfully fails to timely pay final wages is liable for waiting time penalties equal to the employee's daily rate of pay for each day the wages remain unpaid, up to a maximum of 30 days. (Lab. Code § 203.)

67. Allpro violated Labor Code sections 201, 202, and 203, by failing to pay Plaintiff and separated Aggrieved Employees all wages earned at the time of separation and by failing to pay waiting time penalties for the full 30-day statutory period.

///

68. Because Allpro failed to pay all wages owed as described above, including unpaid compensable hours, overtime premiums, and meal and rest period premium wages, Plaintiff and all other Aggrieved Employees who separated from Allpro's employment did not receive all wages due at the time of their separation, and Allpro failed to pay waiting time penalties for the full 30-day statutory period.

69. Allpro's practices violate Labor Code sections 201, 202, and 203, and give rise to civil penalties recoverable through PAGA for Plaintiff and Aggrieved Employees who separated from Allpro.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

70. On or about May 8, 2026, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and to Allpro of the specific provisions of the California Labor Code and applicable Wage Orders that Plaintiff alleges Allpro violated, as required by Labor Code section 2699.3. Plaintiff submitted notice electronically to the LWDA and served Allpro by certified mail, return receipt requested. (LWDA Case No. LWDA-CM-1176229-26.) More than sixty-five (65) calendar days have elapsed since the LWDA was provided notice, the LWDA has not notified the parties that it intends to investigate the alleged violations, and Plaintiff has therefore satisfied the exhaustion requirements of Labor Code section 2699.3. Therefore, Plaintiff is authorized to, and hereby does, commence a civil action to recover civil penalties under PAGA against Allpro.

FIRST CAUSE OF ACTION

Private Attorney General Act

(California Labor Code Section 2698, *et seq.*)

(By Plaintiff, Individually and on Behalf of All Aggrieved Employees and the State of California,
Against Allpro and Does 1 Through 100)

71. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

72. The Labor and Workforce Development Agency (LWDA) is authorized to assess and collect civil penalties for specified violations of the Labor Code. However, as a result of the LWDA's limited resources, the California legislature enacted the Private Attorney General Act of 2004

(PAGA) to allow an aggrieved employee to step into the shoes of the LWDA and initiate a private representative civil action on behalf of the employee and other current or former employees to recover civil penalties.

73. PAGA divides violations into three groups: (1) violations of sections of the Labor Code enumerated in section 2699.5; (2) violations of health and safety laws specified in section 2699.3(b); and (3) violations of all other Labor Code sections, as set forth in 2699.3(c). The applicable civil penalties and required notices under PAGA depend on the underlying violation.

74. Violations involving Labor Code sections that do not specify a civil penalty have an established civil penalty equal to \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation. For violations involving Labor Code sections that do have a civil penalty specified, an employee can seek to recover the penalty specified.

Labor Code Sections 201, 202, and 203—Waiting Time Penalties

75. California Labor Code sections 201 through 203 provide in pertinent part the following:

201. (a) If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately....

202. (a) If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting...

203. (a) If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....

76. Pursuant to Labor Code section 203(a), Plaintiff and separated Aggrieved Employees are entitled to a statutory penalty based on Plaintiff and separated Aggrieved Employees' daily wage rate starting from Plaintiff and separated Aggrieved Employees' employment end date until 30 days from Plaintiff and separated Aggrieved Employees' employment end date.

77. In violation of Labor Code sections 201, 202, and 203, Allpro willfully failed to pay Plaintiff and Aggrieved Employees who have separated from Allpro earned wages, immediately upon discharge or within 72 hours of resignation.

78. Thus, Plaintiff and separated Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code sections 201, 202, and 203 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 204—Failure to Pay Wages At Least Twice Per Month

79. Labor Code section 204 provides in pertinent part the following:

- (a) All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. ... However, salaries of executive, administrative, and professional employees of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.
- (b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. ...

80. In violation of Labor Code section 204, Allpro willfully failed to pay Plaintiff and Aggrieved Employees all earned wages at least twice per month.

81. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code section 204 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 206—Failure to Pay All Undisputed Wages

82. Labor Code section 206 provides in pertinent part the following:

- (a) In case of a dispute over wages, the employer shall pay, without condition and within the time set by this article, all wages, or parts thereof, conceded by him to be due, leaving to the employee all remedies he might otherwise be entitled to as to any balance claimed....

83. In violation of Labor Code section 206, Allpro willfully failed to pay Plaintiff and Aggrieved Employees all undisputed wages.

84. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code section 206 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 210

85. Labor Code section 210 subjects any person who fails to pay the wages of any employee as provided in sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5 to a civil penalty as follows: For any initial violation, \$100 for each failure to pay each employee; and, for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. The civil penalties so provided in this section are in addition to any other civil penalties provided by law.

86. In violation of Labor Code section 210, Allpro failed to pay the wages of Plaintiff and Aggrieved Employees pursuant to sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, as alleged herein.

87. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code section 210 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 221—Collecting or Receiving Owed Wages

88. Labor Code section 221 makes it illegal for an employer to collect or receive any part of an employee's wages.

89. In violation of Labor Code section 221, Allpro collected or received Plaintiff and Aggrieved Employees' wages.

90. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code section 221 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 226—Failure to Furnish Timely and Accurate Wage Statements

91. Labor Code section 226 provides in pertinent part the following:

226. (a) Every employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a 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....

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

92. In violation of Labor Code section 226, Allpro intentionally failed to furnish Plaintiff and Aggrieved Employees with timely and compliant wage statements.

93. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code section 226 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 226.3

94. Labor Code section 226.3 subjects any employer who violates section 226(a) to a civil penalty as follows: \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation. The civil penalties provided for in this section are in addition to any other penalty provided by law.

95. In violation of Labor Code section 226.3, Allpro violated section 226(a), as alleged herein.

96. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code section 226.3 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

///

Labor Code Section 226.7—Failure to Authorize and Permit Compliant Rest Periods

97. Labor Code section 226.7 provides in pertinent part the following:

226.7....(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

98. In violation of Labor Code section 226.7, Allpro failed to authorize and permit compliant rest periods and caused Plaintiff and Aggrieved Employees to work for periods of more than four hours or major fraction thereof without rest periods of at least 10 minutes.

99. Plaintiff and Aggrieved Employees were not paid an additional hour of pay at the regular rate of compensation in lieu of the mandated rest period required by the Labor Code.

100. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code section 226.7 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Sections 226.7 and 512—Failure to Provide Compliant Meal Periods

101. Labor Code section 226.7 provides in pertinent part the following:

226.7....(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

102. Labor Code section 512 provides in pertinent part the following:

512. (a) An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.

103. In violation of Labor Code sections 226.7 and 512, Allpro caused Plaintiff and Aggrieved Employees to work for periods of more than five hours without a meal period of at least 30 minutes.

104. Plaintiff and Aggrieved Employees were not paid an additional hour of pay at the regular rate of compensation in lieu of the mandated meal period required by the Labor Code.

105. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code sections 226.7 and 512 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Sections 510 and 1194—Failure to Pay Overtime and Double Time Compensation

106. Labor Code section 510 provides in pertinent part the following:

510. (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee....

107. Labor Code section 1194 provides in pertinent part the following:

1194. (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

108. In violation of Labor Code sections 510 and 1194, Allpro failed to pay Plaintiff and Aggrieved Employees overtime and double time compensation.

109. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code sections 510 and 1194 against Allpro. The exact amount of the applicable

penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Sections 510, 1194, 1194.2, and 1197—Liquidated Damages

110. Labor Code section 510 provides in pertinent part the following:

510. (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee....

111. Labor Code section 1194 provides in pertinent part the following:

1194. (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit....

112. Labor Code section 1194.2 provides in pertinent part the following:

1194.2. (a) In any action under Section ...1194... to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. ...

113. Labor Code section 1197 makes it illegal for an employer to pay its employees a lower wage than the minimum wage fixed by the commission or by any applicable state or local law.

114. In violation of Labor Code sections 510, 1194, 1194.2, and 1197, Allpro failed to pay Plaintiff and Aggrieved Employees minimum wages, including overtime and double time compensation at at least the minimum wage rate.

115. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code sections 510, 1194, 1194.2, and 1197 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional

limits of the Court.

Labor Code Section 558

116. Labor Code section 558 mandates a penalty be assessed against any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of the chapter starting with Labor Code section 500, *et seq.* or any provision regulating hours and days of work in any order of the Industrial Welfare Commission as follows: \$50 for the first pay period in which the employee is underpaid, in addition to an amount sufficient to recover underpaid wages; and, for each subsequent violation, \$100 for each pay period in which the employee is underpaid, in addition to an amount sufficient to recover underpaid wages. The civil penalties so provided in this section are in addition to any other civil penalties provided by law.

117. In violation of Labor Code section 558, Allpro violated or caused a violation of a section of the chapter starting with Labor Code section 500, *et seq.* or a provision regulating hours and days of work in the order of the Industrial Welfare Commission, as alleged herein.

118. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code section 558 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 1174—Failure to Maintain Compliant Employee and Payroll Records

119. Labor Code section 1174 provides in pertinent part the following:

1174. Every person employing labor... shall:...

(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

(d) 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 three years. ...

120. In violation of Labor Code section 1174, Allpro willfully failed to maintain compliant employee and payroll records.

121. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties

pursuant to Labor Code section 1174 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 1174.5

122. Labor Code section 1174.5 subjects any employer who violates section 1174(c) or 1174(d) to a civil penalty of \$500.

123. In violation of Labor Code section 1174.5, Allpro violated section 1174, as alleged herein.

124. Thus, Plaintiff and Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code section 1174.5 against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 1198—Overtime

125. Industrial Welfare Commission Wage Order Nos. 15-2001 and 4-2001 (and/or other applicable Wage Order), Section 3, provides in pertinent part the following:

3. HOURS AND DAYS OF WORK

(A) Daily Overtime - General Provisions

(1) ... employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek....

126. At relevant times herein, Allpro violated Labor Code section 1198 by failing to pay Plaintiff and Aggrieved Employees overtime and double time compensation, as required by Section 3 of Industrial Wage Order Nos. 15-2001 and 4-2001.

127. Thus, Plaintiff and Aggrieved Employees are entitled to recover the established civil penalty under PAGA against Allpro. The exact amount of the applicable penalties is an amount to be

shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 1198—Minimum Wages

128. Industrial Welfare Commission Wage Order Nos. 15-2001 and 4-2001 (and/or other applicable Wage Order), Section 4, provides in pertinent part the following:

4. MINIMUM WAGES

(A) Every employer shall pay to each employee wages not less than the following:

(1) Any employer who employs 26 or more employees shall pay to each employee wages not less than the following:

(a) Ten dollar and fifty cents (\$10.50) per hour for all hours worked, effective January 1, 2017;

(b) Eleven dollars (\$11.00) per hour for all hours worked, effective January 1, 2018....

129. At relevant times herein, Allpro violated Labor Code section 1198 by failing to pay Plaintiff and Aggrieved Employees minimum wages, including overtime and double time compensation at the minimum wage rate, as required by Section 4 of Industrial Wage Order Nos. 15-2001 and 4-2001.

130. Thus, Plaintiff and Aggrieved Employees are entitled to recover the established civil penalty under PAGA against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 1198—Wage Statements

131. Industrial Welfare Commission Wage Order Nos. 15-2001 and 4-2001 (and/or other applicable Wage Order), Section 7, provides that:

7. RECORDS ...

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item. ...

132. At relevant times herein, Allpro violated Labor Code section 1198 by failing to maintain accurate information with respect to each employee, provide employees with thorough and

accurate itemized wage statements, and provide clocks within a reasonable distance from employees' work areas, as required by Section 7 of Industrial Wage Order Nos. 15-2001 and 4-2001.

133. Thus, Plaintiff and Aggrieved Employees are entitled to recover the established civil penalty under PAGA against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 1198—Indemnification for Necessary Business Expenses

134. Industrial Welfare Commission Wage Order Nos. 15-2001 and 4-2001 (and/or other applicable Wage Order), Section 9, provides that:

9. UNIFORMS AND EQUIPMENT

(A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer. ...

(B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer...

135. At relevant times herein, Allpro violated Labor Code section 1198 by failing to provide or maintain uniforms worn as a condition of employment or tools or equipment necessary to the performance of a job, as required by Section 9 of Industrial Wage Order Nos. 15-2001 and 4-2001.

136. Thus, Plaintiff and Aggrieved Employees are entitled to recover the established civil penalty under PAGA against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 1198—Meal Periods

137. Industrial Welfare Commission Wage Order Nos. 15-2001 and 4-2001 (and/or other applicable Wage Order), Section 11, provides in pertinent part the following:

11. MEAL PERIODS

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes...

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. ...

138. At relevant times herein, Allpro violated Labor Code section 1198 by failing to provide Plaintiff and Aggrieved Employees with adequate meal periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated meal periods, as required by Section 11 of Industrial Wage Order Nos. 15-2001 and 4-2001.

139. Thus, Plaintiff and Aggrieved Employees are entitled to recover the established civil penalty under PAGA against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 1198—Rest Periods

140. Labor Code section 1198 makes it illegal for an employer to employ an employee for longer hours than those fixed by the Wage Orders or under conditions of labor prohibited by the Wage Order.

141. Industrial Welfare Commission Wage Order Nos. 15-2001 and 4-2001 (and/or other applicable Wage Order), Section 12, provides in pertinent part the following:

12. REST PERIODS

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

142. At relevant times herein, Allpro violated Labor Code section 1198 by failing to provide Plaintiff and Aggrieved Employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods, as required by Section 12 of Industrial Wage Order Nos. 15-2001 and 4-2001.

143. Thus, Plaintiff and Aggrieved Employees are entitled to recover the established civil penalty under PAGA against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

Labor Code Section 2802—Failure to Indemnify for All Necessary Expenditures and Losses

144. California Labor Code section 2802 provides in pertinent part the following:

2802. (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. ...

145. At relevant times herein, Allpro failed to indemnify Plaintiff and Aggrieved Employees for all necessary expenditures and losses incurred in direct consequence of the discharge of Plaintiff and Aggrieved Employees' duties or of Plaintiff and Aggrieved Employees' obedience to Allpro's directions.

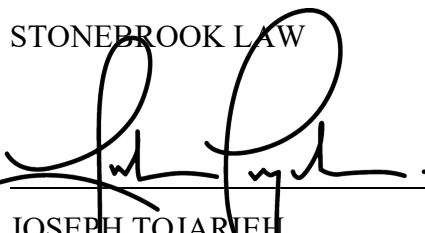
146. Thus, Plaintiff and Aggrieved Employees are entitled to recover the established civil penalty under PAGA against Allpro. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For all applicable penalties under Labor Code §§ 2698, *et seq.*
2. For attorney's fees, costs, and interest pursuant to all applicable provisions of law.
3. For such other and further relief as the Court may deem just and proper.

STONEBROOK LAW

Dated: July 29, 2026

By: 

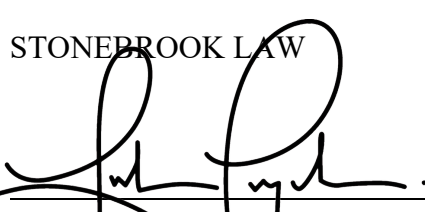
JOSEPH TOJARIEH
Attorney for Plaintiff
MELISSA GLOVER, on behalf of herself, other
aggrieved employees, and the State of California

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury.

STONEBROOK LAW

Dated: July 29, 2026

By: 

JOSEPH TOJARIEH
Attorney for Plaintiff
MELISSA GLOVER, on behalf of herself, other
aggrieved employees, and the State of California