

Assigned for all purposes
Judge Melissa R. McCormick
CX-105

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

SAMMY Z. SIYOUM, as an individual on behalf
of himself and all other similarly situated and/or
aggrieved employees,

Plaintiff,

v.

SUNPAD SOLAR LLC, a California limited
liability company; THINKBIG PRODUCTS
LLC, an Arizona limited liability company;
ONECLICK MARKETFLOW LLC, a California
limited liability company; JUSTIN SETTLE, an
individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2026-01583704-CU-OE-CXC

*Unlimited Civil
Amount Demanded Exceeds \$35,000*

COMPLAINT

Class Action (Code Civ. Proc. § 382)

1. Failure to Timely Pay Minimum and/or Regular Wages;
2. Failure to Timely Pay Overtime and/or Double Time Wages;
3. Breach of Contract;
4. Failure to Authorize and Permit Lawful Rest Periods and/or Timely Pay Premium Wages;
5. Failure to Provide Lawful Meal Periods and/or Timely Pay Premium Wages;
6. Failure to Provide Paid Sick Leave;
7. Failure to Pay All Wages Due and Owing Upon Separation and/or the Required Waiting Time Penalties;
8. Failure to Furnish Accurate Itemized Wage Statements;
9. Failure to Reimburse for Necessary Business Expenses;
10. California's Unfair Competition Law;

PAGA Action (Lab. Code § 2698 et seq.)

11. Private Attorneys General Act of 2004

Individual Action

12. Conversion;
13. Intentional Misrepresentation; and
14. Retaliation.

DEMAND FOR JURY TRIAL

1 Plaintiff Sammy Z. Siyoun (“Plaintiff”), by and through his attorneys of record, brings this class
2 action, Private Attorneys General Act (“PAGA”) enforcement action, and individual action on behalf of
3 himself and all other similarly situated employees against Defendants Sunpad Solar LLC; ThinkBig
4 Products LLC; OneClick MarketFlow LLC; Justin Settle; and DOES 1 through 50, inclusive, (collectively,
5 “Defendants”), on the following grounds:

6 **INTRODUCTION**

7 1. This class action and PAGA enforcement action is brought by Plaintiff on behalf of himself
8 and all persons who performed work for Defendants, individually and/or collectively, in California during
9 the relevant period, whether classified as independent contractor, exempt, or non-exempt (“Workers”).

10 2. Plaintiff also brings individual claims against Defendants, individually and/or collectively,
11 for conversion, solicitation by misrepresentation, and whistleblower retaliation.

12 3. Through this action, Plaintiff alleges that Defendants, individually and/or collectively,
13 have engaged in a systematic pattern and practice of violating the California Labor Code (“Labor Code”)
14 and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

15 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have increased their
16 profits by violating California law, by among other things:

- 17 a. Willfully misclassifying Workers as independent contractors;
- 18 b. Willfully misclassifying Workers as exempt employees;
- 19 c. Failing to timely pay all minimum and/or regular wages;
- 20 d. Failing to timely pay all overtime and/or double time wages;
- 21 e. Breaching compensation agreements;
- 22 f. Failing to provide lawful meal periods and/or timely pay premium wages during
23 employment;
- 24 g. Failing to authorize and permit lawful rest periods and/or timely pay premium
25 wages during employment;
- 26 h. Failing to provide paid sick leave;
- 27 i. Failing to timely pay all wages due and owing upon separation and/or the required
28 waiting time penalties;

- j. Failing to furnish accurate itemized wage statements;
- k. Failing to maintain accurate employment records;
- l. Failing to reimburse for business expenses;
- m. Engaging in unfair competition;
- n. Intentionally misrepresenting compensation; and
- o. Engaging in retaliation.

5. By and through this action, Plaintiff, on behalf of himself and other Workers, seeks to recover all available remedies, including, but not limited to, unpaid wages and benefits, statutory penalties, civil penalties, interest, restitution, injunctive relief, declaratory relief, and attorneys' fees and costs.

6. By and through this action, Plaintiff, individually, seeks to recover all available remedies, including, but not limited to economic damages, non-economic damages, penalties, interest, restitution, declaratory relief, and attorneys' fees and costs.

7. All allegations in this complaint are based upon information and belief, except for those allegations that specifically pertain to Plaintiff, which are based upon his personal knowledge and experience. Each allegation in this complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

JURISDICTION AND VENUE

8. Pursuant to California Code of Civil Procedure ("Code of Civil Procedure") section 382 and California Business and Professions Code ("Business and Professions Code") section 17203, Plaintiff brings this action on behalf of himself and all other Workers.

9. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10. Defendants are licensed to do business and are actually doing business in California. The Amount in controversy, exclusive of interest, costs, and attorneys' fees exceeds the minimum jurisdictional amount for this Court.

10. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5 because many of the actions, conduct, and events alleged herein occurred within this county. Defendants transact business in this county and are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and other Workers

1 within this county and throughout the state of California.

2 11. Pursuant to rule 3.400 of the California rules of Court, this case shall be deemed a complex
3 action because it is filed as a class action and involves specialized case management, extensive discovery
4 and evidence, difficult and/or novel issues, and is likely to require extensive post-judgment supervision.

5 **THE PARTIES**

6 12. Plaintiff Sammy Z. Siyoum is, and at all times relevant to this complaint, an adult
7 individual who resided in Santa Clara County and in Orange County, in the state of California. Plaintiff
8 performed work for Defendants in California from around April 2022 to May 26, 2025.

9 13. Defendant Sunpad Solar LLC (“Sunpad”) is a California limited liability company. Sunpad
10 is in the business of solar sales brokerage for solar companies, such as Sunpower and Ourworld. Sunpad
11 also operated a training, lead generation, and customer relationship management program known as
12 Virtual Solar Partners.

13 14. Defendant ThinkBig Products LLC (“ThinkBig”) is an Arizona limited liability company.
14 ThinkBig is an e-commerce company that provides product fulfillment, shipping services, and
15 management services to online retailers and e-commerce stores through platforms such as Amazon and
16 Walmart marketplace. ThinkBig operates out of a warehouse in Irvine, California.

17 15. Defendant OneClick MarketFlow LLC (“OneClick”) is a California limited liability
18 company. OneClick works in conjunction with ThinkBig by automating management services, product
19 fulfillment, and shipping services.

20 16. Defendant Justin Settle (“Settle”) is an adult individual who resides in Orange County in
21 the state of California. Settle is the owner, CEO, and sole decision-maker of Sunpad Solar LLC, ThinkBig
22 Products LLC, and OneClick MarketFlow LLC. He is responsible for classifying Workers, compensating
23 Workers, and for developing and implementing company-wide policies, practices, and procedures that are
24 applicable to workers across all three entities.

25 17. The true names and capacities, whether individual, corporate, subsidiary, partnership,
26 associate or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore
27 sues these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff
28 will amend this complaint to allege the true names and capacities of Does 1 through 50 when they are

1 ascertained.

2 18. Defendants, each of them, so unified their business operations, management, and financial
3 controls so that they do not operate as distinct independent corporate entities. Plaintiff is informed and
4 believes, and thereon alleges, that Defendants share mailing addresses and offices, administrative systems,
5 payroll software, and administration; Defendants have overlapping executive officers and operational
6 supervisors who direct personnel across entities; Defendants have centralized hiring, firing, and policies
7 managed by Defendant Settle; and Defendants have identical ownership.

8 19. Plaintiff is informed and believes, and thereon alleges, that Defendants, at all times relevant
9 to this complaint, were employers subject to the Labor Code and applicable IWC Wage Order, as defined
10 therein, whose employees were and are engaged in work throughout this county within the state of
11 California.

12 20. At all times relevant to this complaint, the acts alleged to have been done and/or caused by
13 the named defendants are also alleged to have been done and/or caused by the fictitiously named
14 defendants and by each of their agents and/or employees who acted within the scope of their agency and/or
15 employment.

16 21. At all times relevant to this complaint, each named defendant, including each fictitiously
17 named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of
18 the other defendants, and in doing the things alleged herein, acted within the course and scope of such
19 agency, employment, alter-ego and/or in furtherance of the joint venture.

20 22. At all times relevant to this complaint, each named defendant, including each fictitiously
21 named defendant, were the integrated enterprises, single employers, and/or joint employers of Plaintiff
22 and other Workers.

23 23. At all times relevant to this complaint, the acts and/or omissions of each of the defendants,
24 including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions
25 of each and every one of the other defendants, including each fictitiously named defendant, in proximately
26 causing the wrongful conduct, harm, and/or damages alleged herein. Each of the defendants, including
27 each fictitiously named defendant, approved of, condoned, and/or otherwise ratified each and every one
28 of the acts and/or omissions complained herein. Each defendant, including each fictitiously named

defendant, was and is acting with the authority of each and every other defendant and/or are acting as agents of each and every other defendant or Doe defendant.

24. At all times relevant to this complaint, there was a unity of interest and ownership between each defendant, including each fictitiously named defendant, such that all defendants acted as a single employer of Plaintiff and all other Workers.

25. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff and all other Workers, including, but not limited to, implementing standard policies and procedures.

26. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, was the employer or other person acting on behalf of the employer, within the meaning of Labor Code sections 558, 558.1, and 1197.1, who violated or caused the violations alleged herein.

27. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, caused Workers, including Plaintiff, to work and/or prevented Plaintiff and other Workers from working.

28. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, had control over the Workers.

29. Each defendant, including each fictitiously named defendant, is alleged to have caused each of the violations alleged herein.

30. Each defendant, including each fictitiously named defendant, is jointly and severally liable for each of the violations alleged herein.

FACTUAL ALLEGATIONS

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

32. Plaintiff was recruited by and subsequently performed work for Defendants, individually and/or collectively, across multiple positions from approximately April 2022 through May 26, 2025.

33. At all times relevant to this complaint, Defendants, individually and/or collectively, classified Plaintiff, as an independent contractor, with the exception of a period for approximately 60 days, when he was classified as an exempt employee.

1 34. Defendants, individually and/or collectively, never classified Plaintiff as a non-exempt
2 employee with the rights and protections afforded by California law.

3 35. Sunpad is in the business of solar sales brokerage for solar companies, such as Sunpower
4 and Ourworld. Workers for Sunpad primarily performed solar sales, appointment setting, Business
5 Development Center operations, and lead generation functions.

6 36. ThinkBig is an e-commerce company that provides product fulfillment, shipping services,
7 and management services to online retailers and e-commerce stores through platforms such as Amazon
8 and Walmart marketplace.

9 37. OneClick works in conjunction with ThinkBig by automating management services,
10 product fulfillment, and shipping services.

11 38. It is Plaintiff's understanding and belief, and thereon alleges that at any given time,
12 ThinkBig and OneClick employed approximately 20 to 40 Workers. These Workers primarily performed
13 warehouse operations, fulfillment services, listing creation, repricing, order management, and customer
14 service functions.

15 39. Settle is the owner, CEO, and sole decision-maker of Sunpad Solar LLC, ThinkBig
16 Products LLC, and OneClick MarketFlow LLC. He is responsible for classifying Workers, compensating
17 Workers, and for developing and implementing company-wide policies, practices, and procedures that are
18 applicable to workers across all three entities.

19 **Plaintiff's Employment with Defendants**

20 40. Settle solicited Plaintiff to perform solar sales work for Sunpad. Settle stated to Plaintiff
21 that he would earn at least \$100,000 during his first year.

22 41. Based on Settle's representations, Plaintiff began performing sales work for Sunpad in or
23 around April 2022 from his residence in San Jose, California. Plaintiff was responsible for selling solar
24 services and produced offered by Sunpad as well as solar leads. Plaintiff was promised commissions on
25 his sales. Commissions were to be paid out after certain milestones on the project were reached.

26 42. A few months into Plaintiff's employment, Settle gave Plaintiff the title of "President of
27 Sales" and the added responsibilities of managing the sales teams, training sales persons, managing key
28 external vendor and partnership relationships, and performing other duties in furtherance of Sunpad's

1 business. Settle promised Plaintiff commissions on his personal sales plus overrides on all managed team
2 production for his role as the “President of Sales.”

3 43. Although Plaintiff performed work for Sunpad for about a year, he was not paid as
4 promised for all of his earned wages and commissions. Settle, retroactively, changed Plaintiff’s
5 commission structure and paid him less than what he earned without proper advance notice. Ultimately,
6 Plaintiff only received about \$1,000 to \$2,000 for the work performed for Sunpad approximately six
7 months after he began working for Sunpad, which were paid by person-to-person transfers, despite
8 actually earning over \$14,000 in commissions.

9 44. In or around November 2023, at the encouragement of Settle and a promise of more
10 consistent and frequent compensation, Plaintiff transitioned to performing work for ThinkBig. Initially,
11 Plaintiff was responsible for following up on leads for e-commerce stores and selling ThinkBig’s e-
12 commerce management and fulfillment services. Plaintiff at the urging of Settle, relocated to Orange
13 County, California and began working from an office space rented in Laguna Niguel. Plaintiff later
14 transitioned to working primarily from the warehouse in Irvine, California.

15 45. In early 2024, Settle gave Plaintiff the title of “Vice President of Sales” and expanded his
16 responsibilities to selling ThinkBig’s e-commerce management and fulfillment services, following up on
17 leads for e-commerce stores, collecting pick-and-packs, setting up management fees, onboarding client’s
18 and assisting with managing client relationship. For his expanded responsibilities, Settle promised to pay
19 Plaintiff \$5,000 per month plus half of the management fees and pick-and-pack fees collected.

20 46. Plaintiff, periodically, received payment for the work he performed for ThinkBig via
21 person-to-person transfers.

22 47. Despite performing work for ThinkBig, Plaintiff was not compensated as promised.
23 Plaintiff requested access to review the records and his payment calculations, but Settle refused.

24 48. Plaintiff did not receive all commissions for sales over \$2,000 nor was he paid for all
25 management fees and pick-and-pack fees collected. Plaintiff also did not receive \$5,000 per month as
26 promised.

27 49. In or around mid-2024, Plaintiff, at the direction of Settle, began to work with others to
28 develop a software program that would assist ThinkBig’s customers with the management of their e-

1 commerce stores, product fulfillment, and shipping. This work was in addition to his other duties for
2 ThinkBig.

3 50. In or around September 2024, Settle formed OC MarketFlow LLC, which was later
4 renamed OneClick MarketFlow LLC, to be a separate entity that would own and operate the software
5 program that was being development to assist ThinkBig customers.

6 51. From about mid-2024 until his separation, on or about May 26, 2025, Plaintiff performed
7 work for ThinkBig and OneClick simultaneously. The work for both entities was performed at the same
8 location, during the same hours, and involved the same operational functions.

9 52. In or around January 2025, Settle began paying Plaintiff \$5,000 per month via person-to-
10 person transfers with the payment characterization of “manager guarantee.”

11 53. After January 2025, Plaintiff did not receive the promised \$5,000 per month plus half of
12 the management fees and pick-and-pack fees collected for the work performed for ThinkBig, despite
13 continuing to perform work for ThinkBig.

14 54. On or about May 26, 2025, Settle terminated Plaintiff during a Zoom meeting, with others
15 present. During the meeting, Settle informed Plaintiff and the other participants that Plaintiff was being
16 terminated because (1) he was asking others about and talking about compensation, the work environment,
17 and treatment of workers; and (2) he was removing his name from appearing on agreements between
18 Defendants and clients that he personally did not agree to.

19 55. Despite being terminated, Plaintiff was not immediately paid all wages due and owing.

20 56. Plaintiff has yet to be paid all wages due and owing and has not received any waiting time
21 penalties for the late payment of his wages.

22 57. At no time following his termination, did Plaintiff receive any other payments from
23 OneClick.

24 58. Settle knew at the time he made the representations to Plaintiff pertaining to compensation,
25 that they were false.

26 59. Settle intended for Plaintiff to rely on his representations.

27 60. Plaintiff relied upon Settle’s representations to his detriment.

28 61. Defendants failed to provide Plaintiff’s employment records upon request.

62. On March 18, 2026, Plaintiff sent a letter to Defendants requesting copies of records pertaining to his employment, including, his personnel file, documents he signed, performance and disciplinary records, time records, payroll records, and wage statements in accordance with Labor Code section 226(b) and (c) and 432.

63. Defendant failed to provide a copy of all of the requested records, including, but not limited to, Plaintiff's personnel file, documents signed by Plaintiff, time records, and payroll records, within 30 days of the request.

64. Defendants engaged in unlawful retaliation against Plaintiff.

65. Prior to Plaintiff's termination he had reported to Settle that he was not being compensated as promised.

66. Plaintiff also spoke directly with other Workers about their pay to inquire whether they were having issues with their compensation.

67. Plaintiff further spoke directly with other Workers about their poor treatment by Settle and their intolerable working conditions, including, but not limited to, Settles demands that they be available at all hours, and Settles disparaging and sometimes racists statements.

68. Settle was also aware that Plaintiff had been in contact with a former Worker who was suing Settle regarding compensation issues.

69. On May 26, 2025, Settle terminated Plaintiff's employment and announced to others present that Plaintiff was being terminated for engaging in discussions concerning wages and working conditions.

Defendants' Systematic Policies and Practices

70. At all relevant times, the policies, practices, and procedures, applicable to Plaintiff were applicable to all other Workers.

71. At all relevant times, Defendants hired and engaged Plaintiff and other Workers to perform work for the benefit of Defendants.

72. At all relevant times, Defendants classified Plaintiff and other Workers as independent contractors and/or exempt employees.

73. At all relevant times, Defendants exercised control over the wages, hours, and working

1 conditions of Plaintiff and other Workers.

2 74. At all relevant times, Defendants willfully misclassified Plaintiff and other Workers.

3 75. At all relevant times, Plaintiff and other Workers were mandated by Defendants to work
4 seven days a week from 9:00 a.m. to 8:00 p.m. (approximately 77 hours per week) and were expected to
5 be available 24 hours a day, seven days a week to respond to work-related matters, such as
6 communications from clients or Settle. Settle issued mandates to Plaintiff and other Workers through
7 group text messages regarding schedules and expectations. Settle sent text messages at midnight, 1:00
8 a.m., and 2:00 a.m. demanding immediate work completion, explicitly instructing workers that “there’s
9 no going to sleep, you need to finish what I need.” Settle instructed Workers, including Plaintiff, that they
10 had to take their laptops to the bathroom.

11 76. At all relevant times, Plaintiff and other Workers did not have the authority to hire, fire, or
12 discipline any persons performing work for Defendants.

13 77. At all relevant times, Defendants had the authority to discipline and terminate Plaintiff and
14 other Workers at will.

15 78. At all relevant times, Plaintiff and other Workers were required to perform their job duties
16 as mandated and directed by Settle. Plaintiff and other Workers did not regularly exercise discretion and
17 independent judgment because they had to run all decisions and business matters by Settle including, but
18 not limited to those, concerning sales, training, management of accounts, and individual vendor or partner
19 relationships.

20 79. At all relevant times, Plaintiff and other Workers were required to use company-provided
21 email addresses, company systems to which they had access, and company-controlled online platforms to
22 perform their work.

23 80. At all relevant times, Defendants directed Plaintiff and other Workers on how to
24 communicate with their customers and evaluated their performance.

25 81. At all relevant times, Plaintiff and other Workers did not have access to essential business
26 systems, such as relationship management systems, financial tracking systems, and communication
27 platforms, which were controlled by Defendants, individually and/or collectively.

28 82. At all relevant times, Workers, including Plaintiff, did not regularly engage in

1 independently established business, trade, or occupation of the same nature that involves the same work
2 performed by Defendants. Defendants required Plaintiff and other Workers to work exclusively for
3 Settle's entities and prohibited them from working for or engaging in business with any entity outside of
4 Settle's control. For instance, Plaintiff was prohibited from generating his own sales leads or working
5 outside of any of Settle's companies in any capacity.

6 83. At all relevant times, Plaintiff and other Workers did not maintain independent business
7 licenses, did not have independent client bases, did not market their services independently, nor did they
8 maintain separate business locations.

9 84. At all relevant times, the work performed by Plaintiff and other Workers was an integral
10 part of Defendants' business operations and was not merely incidental or ancillary work. For example,
11 Plaintiff and other Workers at Sunpad performed solar sales, appointment setting, lead generation, and
12 customer relationship management functions, which consist of the core operations of Sunpad's business.
13 Plaintiff and other Workers at ThinkBig and OneClick performed e-commerce operations, including, but
14 not limited to, sales, product listing, inventory management, order fulfillment, repricing, warehouse
15 operations, and other customer service functions, which consist of the core operations of ThinkBig and
16 OneClick's business.

17 85. At all relevant times, Defendants had a common practice of failing to timely pay all
18 minimum and/or regular wages to Workers during employment.

19 86. Defendants had a common practice of failing to pay all earned commissions to Plaintiff
20 and other Workers during employment. For instance, Plaintiff was paid approximately \$1,000 to \$2,000
21 from his sales for Sunpad despite earning over \$14,000. Plaintiff also did not receive all his earned
22 commissions for his sales over \$2,000 and his percentage of management and pick-and-pack fees collected
23 during his tenure with ThinkBig and OneClick. It is Plaintiff's understanding and belief, and thereon
24 alleges, that other Workers were also not paid their earned commissions.

25 87. Defendants had a systematic practice of not separately compensating Plaintiff and other
26 Workers who were commission paid for non-productive time and rest periods.

27 88. Plaintiff and other Workers who were paid commissions often engaged in work duties that
28 did not directly generate commissions, such as attending meetings, training, or engaging in other

1 administrative tasks, yet Defendants did not separately compensate them for non-productive time and rest
2 periods.

3 89. Defendants had a common practice of failing to compensate Plaintiff and other Workers
4 for all time worked or otherwise spent under the control of Defendants.

5 90. Defendants required Plaintiff and other Workers to work seven days a week from
6 approximately 9:00 a.m. to 8:00 p.m.

7 91. Defendants mandated that Plaintiff and other Workers to be readily available to perform
8 their job duties 24 hours a day, seven days a week.

9 92. Defendants failed to compensate Plaintiff and other Workers for all time they spent
10 engaged in work or otherwise under the control of Defendants, including, but not limited to, the time they
11 were expected to be available to respond to work-related matters.

12 93. Defendants had a systematic policy and practice of failing to compensate Plaintiff and other
13 Workers at least minimum wage for all hours worked. For instance, despite working 40 or more hours per
14 week while working for Sunpad, Plaintiff was only paid about \$1,000 to \$2,000 over a seven-to-eight-
15 month period resulting in compensation far below California's minimum wage. Similarly, despite working
16 in excess of 11 hours a day, seven days a week, Plaintiff only earned about \$5,000 per month. It is also
17 Plaintiff's understanding and belief and thereon alleges that some Workers for ThinkBig earned less than
18 \$15.00 per hour.

19 94. At all relevant times, Defendants had a common practice of failing to timely pay all
20 overtime and/or double time wages to Workers during employment.

21 95. Defendants required Plaintiff and other Workers to work seven days a week from
22 approximately 9:00 a.m. to 8:00 p.m. without any overtime and/or double time compensation.

23 96. Plaintiff and other Workers were also not compensated overtime and/or double time wages
24 for the time they had to be readily available to perform work related duties and respond to work related
25 communications, such as responding to Settle's demanding text messages in the middle of the night.

26 97. It is Plaintiff's understanding and belief, and thereon alleges, that Workers who performed
27 work for ThinkBig's warehouse regularly worked in excess of eight hours per day to complete tasks, but
28 were not paid overtime and/or double time wages.

1 98. Defendants had a common practice of failing to properly calculate and pay overtime and/or
2 double time wages to Plaintiff and other Workers.

3 99. Despite paying Plaintiff and other Workers commissions and bonuses, Defendants did not
4 consider such payments in the calculation of the regular rate of pay for purposes of paying overtime and/or
5 double time compensation.

6 100. At all relevant times, Defendants had systematic practice of breaching their contracts with
7 Workers by failing to pay wages as promised during employment.

8 101. Defendants promised Plaintiff and, upon information and belief, other Workers, verbally
9 and/or in writing, that they would be paid commissions on sales and/or fees collected.

10 102. Plaintiffs and other Workers performed work for Defendants as promised.

11 103. Despite Defendants' promise to pay Plaintiff and other Workers for their work performed,
12 Plaintiff and other Workers were, on multiple occasions, not paid at all.

13 104. Even when Defendants paid Plaintiff and other Workers, Defendants retroactively changed
14 the commission structure and paid Plaintiff and other Workers less than what they earned without any
15 advance notice.

16 105. Plaintiff and, upon information and belief, other Workers were actually paid less than
17 promised.

18 106. At all relevant times, Defendants had a common practice of failing to timely pay all wages
19 to Workers during employment.

20 107. Defendants had a policy and practice of paying Plaintiff and other Workers whenever it
21 was best suited for Defendants instead of at least twice during each calendar month.

22 108. Plaintiff and other Workers were paid once per month, if they were lucky. For instance,
23 Plaintiff did not receive any payment for his work performed for Sunpad until about six months into his
24 employment. Even, when Plaintiff performed work for ThinkBig and OneClick, Plaintiff had to ask or
25 otherwise remind Settle to pay him.

26 109. It is Plaintiff's understanding and belief and thereon alleges that other Workers were also
27 paid less than twice during each calendar month.

28 110. At all relevant times, Defendants had a common practice of failing to authorize and permit

Workers to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked or major fraction thereof.

111. Defendants have no written rest policy authorizing and permitting Workers to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked or major fraction thereof.

112. Defendants mandated that Plaintiff and other Workers work approximately from 9:00 a.m. to 8:00 p.m., seven days a week, and to remain available and responsive 24 hours a day, seven days a week.

113. The requirement that Plaintiff and other Workers remain readily available to engage in work, make it nearly impossible to take an uninterrupted, duty-free, 10-minute rest period for every four hours worked or major fraction thereof.

114. At all relevant times, Defendants had a systematic practice of not paying Workers an additional hour of pay at their regular rate of pay for each day a compliant rest period was not provided.

115. Despite not receiving legally compliant rest periods, Plaintiff and other Workers were not paid an additional hour of compensation at their regular rate of pay.

116. At all relevant times, Defendants had a common practice of failing to provide Workers with the opportunity to take a 30-minute, uninterrupted, duty-free meal period before the end of their fifth hour of work when they worked five or more hours in a workday.

117. At all relevant times, Defendants had a common practice of failing to provide Workers with the opportunity to take a second 30-minute, uninterrupted, duty-free meal period when they worked ten or more hours in a workday.

118. Defendants do not have a written policy informing Plaintiff and other Workers of their right to take a 30 minute, uninterrupted, duty-free, meal period before the end of their fifth hour or a second 30-minute, uninterrupted duty-free, meal period when they worked ten or more hours in a day.

119. Defendants required Plaintiff and other Workers to work approximately from 9:00 a.m. to 8:00 p.m., seven days a week, and to remain available and responsive 24 hours a day, seven days a week.

120. Defendants demands of Plaintiff and other Workers to remain readily available, make it nearly impossible to take an uninterrupted, duty-free, 30-minute meal period.

121. At all relevant times, Defendants had a systematic practice of not paying Workers an

1 additional hour of pay at their regular rate of pay for each day a legally compliant meal period was not
2 provided.

3 122. Despite not receiving legally compliant meal periods, Plaintiff and other Workers were not
4 paid an additional hour of compensation at their regular rate of pay.

5 123. At all relevant times, Defendants had a common practice of failing to provide paid sick
6 leave to Workers during employment.

7 124. Defendants do not have a written policy notifying Plaintiff and other Workers of the
8 entitlement to paid sick leave.

9 125. Despite working for Defendants for 30 or more days, Defendants did not provide Plaintiff
10 and other Workers with or otherwise accrue paid sick days as outlined in Labor Code section 246.

11 126. Plaintiff and other Workers did not receive written notice setting forth the amount of paid
12 sick leave available.

13 127. At all relevant times, Defendants had a common practice of failing to timely pay all wages
14 due and owing to Workers upon separation of employment.

15 128. Defendants terminated Plaintiff's employment on or about May 26, 2025.

16 129. Despite terminating Plaintiff's employment, Defendants willfully failed to immediately
17 pay Plaintiff's all of his earned wages, including, but not limited to, all earned commissions, earned
18 regular, overtime, and/or double time wages, and earned premium was for non-compliant meal and rest
19 periods.

20 130. It is Plaintiff's understanding and belief, and thereon alleges, that other former Workers,
21 were not paid all of their earned wages upon separation of employment, such as all earned commissions,
22 earned regular, overtime, and/or double time wages, and earned premium was for non-compliant meal and
23 rest periods.

24 131. Plaintiff has yet to be paid all of his earned wages.

25 132. Plaintiff, upon information and belief, alleges that other former Workers have not been
26 paid all of their earned wages.

27 133. At all relevant times, Defendants had common practice of failing to pay Workers the
28 required waiting time penalties for the late payment of final wages.

1 134. Plaintiff, and upon information and belief, other former Workers have yet to be paid the
2 appropriate waiting time penalties for the late payment of their final wages upon separation of
3 employment.

4 135. At all relevant times, Defendants had a common practice of failing to furnish Workers with
5 accurate itemized wage statements.

6 136. Plaintiff and other Workers did not receive at the time of each payment of wages an
7 accurate itemized statement in writing showing their gross wages earned; total hours worked; the number
8 of piece-rate units earned and any applicable piece-rate, if applicable; all deductions; net wages earned;
9 the inclusive dates of the period for which the employee is paid; the name of the employee and only the
10 last four digits of their social security number or an employee identification number; the name address of
11 the legal entity that is the employer; and all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each hourly rate by the employee.

13 137. Plaintiff received pay stubs for two months: September and October 2024, after requesting
14 that Settle provide him with a pay stub so that Plaintiff could apply for and receive health insurance.
15 However, the pay stubs Plaintiff received were inaccurate.

16 138. The pay stubs failed to include the hours for all time worked because it showed only 160
17 hours worked per month when Plaintiff actually worked about 330 hours. The pay stubs also failed to
18 include any overtime and/or double time hours earned.

19 139. Plaintiff alleges, on information and belief, that the pay stubs received by other Workers
20 were inaccurate for the same and/or similar reasons.

21 140. At all relevant times, Defendants had a common practice of failing to maintain accurate
22 Worker records.

23 141. Defendants did not record the beginning and end of each work period, including the
24 accurate start and end times of meal periods for Plaintiff and other Workers.

25 142. Defendants did not accurately track all sales and data necessary to calculate earned
26 commissions and fees.

27 143. Defendants did not keep records showing the amount of commissions and fees earned,
28 owed, and paid.

1 144. Defendants failed to accurately record the total hours worked during each pay period, the
2 applicable rates of pay for each hour worked, and the total wages earned and paid.

3 145. At all relevant times, Defendants had a common practice of failing to reimburse for
4 necessary business expenses.

5 146. Defendants do not have a written reimbursement policy.

6 147. At all relevant times, Defendants did not provide Plaintiff and other Workers with the
7 equipment or tools necessary to perform their job duties.

8 148. Plaintiff and other Workers utilized their personal electronic devices, vehicles, tools, and
9 equipment to perform their work duties, including, but not limited to, their personal cell phones, laptops,
10 internet, and vehicles. Defendants, however, did not reimburse Plaintiff or other Workers for the expenses
11 they incurred.

12 149. At all relevant times, Defendants required Plaintiff and other Workers to travel for work
13 purposes, including, but not limited to, San Luis Obispo and Las Vegas without reimbursement. For
14 example, Plaintiff personally paid for flights and ground transportation. Despite traveling for work,
15 Defendants did not reimburse Plaintiff for all expenses incurred.

16 150. Plaintiff also purchased business equipment for Defendants, including a MacBook and iPad
17 totaling approximately \$3,000. Plaintiff was never reimbursed by Defendants for such purchases.

18 151. At all relevant times, Defendants had a common practice of engaging in unlawful, unfair
19 and/or fraudulent business practices.

20 152. On May 5, 2026, Plaintiff submitted written notice to the California Labor and Workforce
21 Development Agency ("LWDA") and Defendants informing them of Defendants' alleged violations of
22 California law. A true and correct copy of the May 5, 2026, written notice is attached hereto as Exhibit 1
23 and incorporated herein by reference.

24 153. To date, the LWDA has not provided notice of its intent to investigate the alleged
25 violations.

26 154. Plaintiff believes that additional violations may be discovered and therefore reserves his
27 right to allege additional violations of law as investigation and discovery warrants. In the event Plaintiff
28 discovers additional violations, Plaintiff will seek to amend the operative complaint.

CLASS ALLEGATIONS

155. Plaintiff seeks to represent the following classes, which are defined as follows:

Worker Class:

All persons who currently or formerly performed work for Defendants, individually and/or collectively, in California, whether classified as independent contractor, exempt, or non-exempt in California during the period commencing on the date that is four years prior to the filing of the complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Worker Class against Defendants the time period should be adjusted accordingly.

Waiting Time Penalties Sub-Class:

All persons who formerly performed work for Defendants, individually and/or collectively, in California, whether classified as independent contractor, exempt, or non-exempt in California during the period commencing on the date that is three years prior to the filing of the complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Waiting Time Penalties Sub-Class against Defendants the time period should be adjusted accordingly.

156. Plaintiff reserves the right to establish other additional classes or subclasses or to modify any class definition, as appropriate based on investigation, discovery, and specific theories of liability.

157. Members of the classes described above will be collectively referred to herein as “class members.”

158. Class members are “employees” as the term is used in the Labor Code and the applicable IWC Wage Order regulating wages, hours, and working conditions in the state of California.

159. This action has been brought and may be properly maintained as a class action pursuant to Code of Civil Procedure section 382 because:

a. Numerosity: The members of the Worker Class and Waiting Time Penalties Sub-Class, are sufficiently numerous that joinder of all members is impracticable. Although the precise number of class members is unknown to Plaintiff at this time, on and information and belief, he estimates that there are approximately 50 class members.

b. Commonality: There are common questions of law and fact as to the class members that predominate over questions affecting only individual members because this

1 action involves Defendants' systematic course of conduct. Common questions
2 include, but are not limited to:

- 3 i. Whether Defendants willfully misclassified class members;
- 4 ii. Whether Defendants failed to timely pay class members for all time
5 worked;
- 6 iii. Whether Defendants failed to pay wages as promised to class
7 members;
- 8 iv. Whether Defendants authorized and permitted class members to
9 take lawful rest periods for every four hours worked or major
10 fraction thereof;
- 11 v. Whether Defendants failed to provide class members with the
12 opportunity to take lawful meal periods;
- 13 vi. Whether Defendants paid premium wages for non-compliant meal
14 and rest periods;
- 15 vii. Whether Defendants failed to provide paid sick leave;
- 16 viii. Whether Defendants failed to timely pay all wages due and owing
17 upon separation of employment to former class members;
- 18 ix. Whether Defendants paid the required waiting time penalties for
19 failing to timely pay wages upon separation of employment;
- 20 x. Whether Defendants failed to furnish class members with accurate,
21 itemized wage statements;
- 22 xi. Whether Defendants reimbursed class members for reasonable
23 expenses necessarily incurred in the discharge of their duties;
- 24 xii. Whether Defendants engaged in unfair business practices;
- 25 xiii. Whether the class members are entitled to damages, restitution, or
26 other relief resulting from Defendants' conduct; and
- 27 xiv. What is the appropriate amount of damages, restitution, or other
28 relief the class members are entitled to as a result of Defendants'

conduct?

- c. Typicality: The claims (or defenses, if any) of Plaintiff are typical of the claims (or defenses, if any) of the class members because Defendants' failure to comply with the provisions of California law entitled each class member to similar pay, benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the class members because they arise out of and are caused by Defendants' common course of conduct as alleged herein.
- d. Adequacy: Plaintiff is qualified to represent the class members and is ready and willing to take the time necessary to prosecute this action. Plaintiff has no conflicts that will prevent him from fairly and adequately representing and protecting the interests of the class members. In addition, Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating employment class actions and are versed in the rules governing class action discovery, class certification, and settlement. Plaintiff has incurred and will continue to incur attorneys' fees and costs for the prosecution of this action for the substantial benefit of each class member.
- e. Superiority: The nature of this action makes class adjudication superior to other methods because joinder of all class members is impractical. A class action will achieve the economies of time, effort, and expense as compared to a series of separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner at the same time for each class member. If appropriate, this Court is empowered to fashion methods to efficiently manage this case as a class action.
- f. Public Policy Considerations: California employers violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future employment prospects through negative references or other means. Class actions provide the unnamed class members with a type of anonymity that allows for the

vindication of their rights as the same as affording them privacy protections.

PAGA ALLEGATIONS

160. Plaintiff represents himself and the following employees of Defendants:

Aggrieved Employees:

All persons, whether classified as independent contractors, exempt, or non-exempt, who performed work for Defendants, individually and/or collectively, in California during the period commencing on the date that is within one year and sixty-five days prior to the filing of this complaint through and including the last day of trial (hereinafter, the “PAGA Period”).

161. Members of the group described above will be collectively referred to herein as “Aggrieved Employees.”

162. The Aggrieved Employees are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

163. Plaintiff reserves his right to redefine the group of Aggrieved Employees as permitted by California law.

164. Pursuant to Labor Code section 2698 *et seq.*, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

165. Pursuant to the PAGA all civil penalties recovered must be allocated 65% to the LWDA and 35% to the aggrieved employees, pursuant to Labor Code section 2699(m).

166. During all, or a portion of, the one-year and 65 period before Plaintiff filed notice of his claims with LWDA, Defendants were Plaintiff’s and all other Aggrieved Employee’s employer or person acting on behalf of the Aggrieved Employees’ employer, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code sections 558(a), 558.1, and 1197.1.

167. Plaintiff is an “aggrieved employee” under the PAGA because he was employed by the alleged violator, Defendants, and personally suffered each of the violations of law alleged.

168. Plaintiff has exhausted his administrative remedies. On May 5, 2026, Plaintiff submitted

1 notice to the LWDA and Defendants informing them of the Defendants' alleged violations of the Labor
2 Code and applicable IWC Wage Order. See Ex. 1. The LWDA had 65 days to provide notice of whether
3 it intended to investigate the alleged violations. Lab. Code § 2699.3(a)(2)(A). To date, the LWDA has not
4 provided notice its intent to investigate the alleged violations.

5 **CAUSES OF ACTION**

6 **FIRST CAUSE OF ACTION**

7 **(By Plaintiff, individually and on behalf of the Worker Class, Against All Defendants)**

8 **FAILURE TO TIMELY PAY MINIMUM WAGES AND/OR REGULAR WAGES**

9 **[Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and**
10 **"Hours and Days of Work" sections of the Applicable IWC Wage Order]**

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

13 170. Under Labor Code section 1197 "[t]he minimum wage for employees fixed by the
14 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and
15 the payment of a lower wage and the minimum so fixed is unlawful."

16 171. Labor Code section 1198 states,

17 The maximum hours of work and the standard conditions of labor fixed by
18 the commission shall be the maximum hours of work and the standard
19 conditions of labor for employees. The employment of an employee for
longer hours than those fixed by the order or under the conditions of labor
prohibited by the order is unlawful.

20 172. Labor Code section 204 establishes an employee's fundamental right in the state of
21 California to be paid wages in a timely manner for their work. Labor Code section 204(a) states in part,
22 "[a]ll wages...earned by any person in any employment are due and payable twice during each calendar
23 month, on days designated in advance by the employer as regular paydays." Labor Code section 204(b)(1)
24 states, "all wages earned for labor in excess of the normal work period shall be paid no later than the
25 payday for the next regular payroll period."

26 173. The "Minimum Wages" section of the applicable IWC Wage Order further provides that
27 "[e]very employer shall pay to each employee, on the established payday for the period involved, not less
28 than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration

1 is measured by time, piece, commission, or otherwise.”

2 174. Labor Code section 1194(a) states that “...any employee receiving less than the legal
3 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a
4 civil action the unpaid balance of the full amount of this minimum wage or overtime compensation,
5 including interest thereon, reasonable attorney’s fees, and costs of suit.”

6 175. Labor Code section 1194.2(a) states in part:

7 In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages
8 because of the payment of a wage less than the minimum wage fixed by an
9 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.

10 176. Labor Code section 210 provides that “any employer or other person who fails to pay wages
11 as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall
12 be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for
13 each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each
14 employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

15 177. Labor Code section 1197.1(a) subjects any employer or other person acting either
16 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any
17 employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the
18 commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any
19 applicable penalties imposed pursuant to sections 203 as follows:

20 (1) For any initial violation that is intentionally committed, one hundred
21 dollars (\$100) for each underpaid employee for each pay period for which
22 the employee is underpaid. This amount shall be in addition to an amount
23 sufficient to recover underpaid wages, liquidated damages pursuant to
Section 1194.2, and any applicable penalties imposed pursuant to Section
203.

24 (2) For each subsequent violation for the same specific offense, two hundred
25 fifty dollars (\$250) for each underpaid employee for each pay period for
26 which the employee is underpaid regardless of whether the initial violation
27 is intentionally committed. This amount shall be in addition to an amount
28 sufficient to recover underpaid wages, liquidated damages pursuant to
Section 1194.2, and any applicable penalties imposed pursuant to Section
203.

1 (3) Wages, liquidated damages, and any applicable penalties imposed
2 pursuant to Section 203, recovered pursuant to this section shall be paid to
the affected employee.

3 178. Defendants have a common practice of failing to timely pay all minimum and/or regular
4 wages at least twice per calendar month on the dates designated in advance during employment to Plaintiff
5 and members of the Worker Class.

6 179. Plaintiff and members of the Worker Class performed work for Defendants during the
7 relevant period.

8 180. Defendants required Plaintiff and members of the Worker Class to work seven days a week
9 from approximately 9:00 a.m. to 8:00 p.m.

10 181. Defendants mandated that Plaintiff and members of the Worker Class to be readily
11 available to perform their job duties 24 hours a day, seven days a week.

12 182. Plaintiff and members of the Worker Class were paid less than the statewide minimum
13 wage for some or all of their hours worked.

14 183. Plaintiff and other members of the Worker Class often engaged in work duties that did not
15 directly generate commission, such as attending meetings, trainings, or engaging in other administrative
16 tasks.

17 184. Plaintiff and other members of the Worker Class were entitled to paid 10-minute rest
18 periods.

19 185. Yet, Defendants did not separately compensate Plaintiff and members of the Worker Class
20 who were commission paid for non-productive time and rest periods.

21 186. Defendants failed to pay Plaintiff and members of the Worker Class all earned
22 commissions during employment.

23 187. Defendants did not compensate Plaintiff and members of the Worker Class for all time they
24 spent engaged in work or otherwise under the control of Defendants, including, but not limited to, the time
25 they were expected to be available to respond to work-related matters.

26 188. Defendants paid Plaintiff and members of the Worker Class, at most, once per month.

27 189. Having not been properly paid for all hours worked, Plaintiff and members of the Worker
28 Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but

1 which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at
2 trial.

3 190. Plaintiff and members of the Worker Class are entitled to, and seek to, recover all unpaid
4 wages, penalties, interest and liquidated damages under Labor Code sections 210, 218.6, 1194(a), 1194.2,
5 and 1197.1(a).

6 191. Plaintiff and members of the Worker Class are entitled to, and seek, an award of reasonable
7 attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of Civil Procedure section
8 1021.5.

9 192. Plaintiff, on behalf of himself and members of the Worker Class, requests further relief as
10 described in the below prayer.

11 **SECOND CAUSE OF ACTION**

12 **(By Plaintiff, individually and on behalf of the Worker Class, Against All Defendants)**

13 **FAILURE TO TIMELY PAY OVERTIME AND/OR DOUBLE TIME WAGES**

14 **[Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages"**
15 **and "Hours and Days of Work" sections of the Applicable IWC Wage Order]**

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

18 194. Under Labor Code section 1197 "[t]he minimum wage for employees fixed by the
19 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and
20 the payment of a lower wage and the minimum so fixed is unlawful."

21 195. Labor Code section 204 establishes an employee's fundamental right in the state of
22 California to be paid wages in a timely manner for their work. Labor Code section 204(a) states in part,
23 "[a]ll wages...earned by any person in any employment are due and payable twice during each calendar
24 month, on days designated in advance by the employer as regular paydays." Labor Code section 204(b)(1)
25 states, "all wages earned for labor in excess of the normal work period shall be paid no later than the
26 payday for the next regular payroll period."

27 196. The "Minimum Wages" section of IWC Wage Order No. 5-2001 further provides that
28 "[e]very employer shall pay to each employee, on the established payday for the period involved, not less

1 than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration
2 is measured by time, piece, commission, or otherwise.”

3 197. Under Labor Code section 510(a) any work in excess of eight hours in a workday and any
4 work in excess of 40 hours in a workweek must be compensated at the rate of no less than one and one-
5 half times the employee’s regular rate of pay.

6 198. The “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC
7 Wage Order mandate the same requirements as Labor Code section 510.

8 199. Under California law, the duty to pay overtime wages is a duty imposed by the state, and
9 an employee therefore may not waive his or her right to overtime compensation. *Early v. Superior Court*,
10 79 Cal.App.4th 1420, 1430 (2000).

11 200. Labor Code section 1194(a) states that “...any employee receiving less than the legal
12 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a
13 civil action the unpaid balance of the full amount of this minimum wage or overtime compensation,
14 including interest thereon, reasonable attorney’s fees, and costs of suit.”

15 201. Labor Code section 1194.2(a) states in part:

16 In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages
17 because of the payment of a wage less than the minimum wage fixed by an
18 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.

19 202. Labor Code section 210 provides that “any employer or other person who fails to pay wages
20 as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall
21 be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for
22 each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each
23 employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

24 203. Labor Code section 1197.1(a) subjects any employer or other person acting either
25 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any
26 employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the
27 commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any
28 applicable penalties imposed pursuant to sections 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

204. Labor Code section 558(a) provides that “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation in addition to an amount sufficient to recover unpaid wages, and \$100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages for each subsequent violation.

205. Defendants have a common practice of failing to pay Plaintiff and members of the Worker Class one and one-half times their regular rate of pay for all hours worked in excess of eight hours in a workday and/or 40 hours in a workweek no later than the pay day for the next regular payroll period during employment.

206. Defendants have a common practice of failing to pay Plaintiff and members of the Worker Class two times their regular rate of pay for all hours worked in excess of 12 hours in a workday and/or when they work over eight hours on the seventh consecutive day of work in a workweek.

207. Plaintiff and members of the Worker Class performed work for Defendants during the relevant period.

208. During the relevant period, Plaintiff and members of the Worker Class regularly worked in excess of eight hours per day and/or 40 hours per week.

209. Defendants required Plaintiff and members of the Worker Class to work seven days a week

1 from approximately 9:00 a.m. to 8:00 p.m.

2 210. Defendants mandated that Plaintiff and members of the Worker Class to be readily
3 available to perform their job duties 24 hours a day, seven days a week.

4 211. Plaintiff and members of the Worker Class were not paid overtime at 1.5 times their regular
5 rate of pay and/or double time at 2 times their regular rate of pay for the time they had to be readily
6 available to perform work related duties and respond to work related communications, such as responding
7 to Settle's demanding text messages in the middle of the night.

8 212. Plaintiff and members of the Worker Class earned commissions and bonuses.

9 213. Defendants did not consider commissions, bonuses, or any other non-discretionary
10 payments into the regular rate of pay for purposes of calculating overtime and/or double time
11 compensation.

12 214. Defendants paid Plaintiff and members of the Worker Class, at most, once per month.

13 215. Defendants knew or should have known that Plaintiff and members of the Worker Class
14 were working in excess of eight hours per day and/or 40 hours per week because it required them to
15 work at least 11 hours per day, seven days a week.

16 216. Plaintiff and members of the Worker Class were not paid overtime when they worked in
17 excess of eight hours in a workday and/or 40 hours in a workweek.

18 217. Plaintiff and members of the Worker Class were not paid double time when they worked
19 in excess of 12 hours in a workday and/or eight hours on the seventh consecutive day of work in a
20 workweek.

21 218. Defendants knew or should have known that Plaintiff and members of the Worker Class
22 were working in excess of eight hours per day and/or 40 hours per week because it required them to
23 work at least 11 hours per day, seven days a week, and to be available outside of those 11 hours.

24 219. Having not been timely paid overtime and/or double time compensation, Plaintiff and
25 members of the Worker Class have suffered, and will continue to suffer, damages in an amount which is
26 presently unknown, but which exceeds the jurisdictional limits of this Court and which will be
27 ascertained according to proof at trial.

28 220. Plaintiff and members of the Worker Class are entitled to, and seek to, recover all unpaid

1 wages, penalties, interest, and liquidated damages under Labor Code sections 210, 218.6, 558(a),
2 1194(a), 194.2, and 1197.1(a).

3 221. Plaintiff and members of the Worker Class are entitled to, and seek, an award of
4 reasonable attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of Civil
5 Procedure section 1021.5.

6 222. Plaintiff, on behalf of himself and members of the Worker Class, requests further relief as
7 described in the below prayer.

8 **THIRD CAUSE OF ACTION**

9 **(By Plaintiff, individually and on behalf of the Worker Class, Against All Defendants)**

10 **BREACH OF CONTRACT**

11 **[Labor Code § 223 and Civil Code §§ 1549 and 3300]**

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

14 224. Labor Code section 223 states, "[w]here any statute or contract requires an employer to
15 maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage whole purporting to
16 pay the wage designated by statute or by contract."

17 225. California Civil Code ("Civil Code") section 1549 defines a contract as "an agreement to
18 do or not to do a certain thing."

19 226. Civil Code section 3300 states, "[f]or the breach of an obligation arising from contract, the
20 measure of damages ... is the amount which will compensate the party aggrieved for all the detriment
21 proximately caused."

22 227. Defendants have a common practice of breaching their contracts with Plaintiff and
23 members of the Worker Class by failing to pay contractual wages during employment.

24 228. Defendants and members of the Worker Class entered into a contract for wages for work
25 performed.

26 229. Defendants promised Plaintiff and members of the Worker Class that they would be paid
27 commissions on sales and/or fees collected.

28 230. Plaintiff and members of the Worker Class performed work for Defendants as promised.

1 231. Defendants failed to pay Plaintiff and members of the Worker Class as promised.

2 232. On multiple occasions, Defendants did not pay Plaintiff and members of the Worker Class
3 for the work performed.

4 233. On the occasions, when Defendants paid Plaintiff and members of the Worker Class for
5 their work, Defendants retroactively changed the commission structure and paid them less than what was
6 promised and what they earned without any advance notice.

7 234. Defendants illegal pattern and practice of paying members of the Worker Class less than
8 the promised wages was a substantial factor in causing the loss of monies and benefits to Plaintiff and
9 members of the Worker Class.

10 235. Defendants knew or otherwise could have reasonably foreseen that their conduct and
11 practice of failing to pay wages as promised would imminently result in harm to members of the Worker
12 Class, including Plaintiff, and would result in underpayment of the wages promised.

13 236. Having not been compensated as promised, Plaintiff and members of the Worker Class
14 have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which
15 exceeds the jurisdictional limits of this Court, and which will be ascertained according to proof at trial.

16 237. Plaintiff and members of the Worker Class Members are entitled to, and seek to, recover
17 damages for Defendants' breach, plus interest in accordance with Civil Code sections 3300, 3302, and
18 3289(b).

19 238. Plaintiff and members of the Worker Class are entitled to, and seek, an award of reasonable
20 attorneys' fees and costs under Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

21 239. Plaintiff, on behalf of himself and members of the Worker Class, requests further relief as
22 described in the below prayer.

23 ///

24 ///

25 ///

1 **FOURTH CAUSE OF ACTION**

2 **(By Plaintiff, individually and on behalf of the Worker Class, Against All Defendants)**

3 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS AND/OR TIMELY**
4 **PAY PREMIUM WAGES**

5 **[Labor Code §§ 204, 210, 226.7, 1198, and the “Rest Periods” section of the Applicable IWC Wage**
6 **Order]**

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

9 241. Labor Code section 1198 states,

10 The maximum hours of work and the standard conditions of labor fixed by
11 the commission shall be the maximum hours of work and the standard
12 conditions of labor for employees. The employment of an employee for
longer hours than those fixed by the order or under the conditions of labor
prohibited by the order is unlawful.

13 242. The “Rest Periods” section of the applicable IWC Wage Order provides:

14 (A) Every employer shall authorize and permit all employees to take rest
15 periods, which insofar as practicable shall be in the middle of each work
16 period. The authorized rest period time shall be based on the total hours
17 worked daily at the rate of ten (10) minutes of net rest time per four (4)
18 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 (3 ½) hours. Authorized rest period time shall be counted as hours
worked for which there shall be no deduction from wages.

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

22 243. During rest periods, California law requires employers to relinquish all control over their
23 employees and relieve their employees of all duties. *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th
24 257, 269 (2016).

25 244. Labor Code section 226.7(b) states “[a]n employer shall not require an employee to work
26 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
27 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
28 Standards Board, or the Division of Occupational Safety and Health.”

1 245. Labor Code section 226.7(c) states “[i]f an employer fails to provide an employee a meal
2 or rest or recovery period in accordance with state law...the employer shall pay the employee one
3 additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or
4 rest or recovery period is not provided.”

5 246. Under California law, premium wages under Labor Code section 226.7 are due and payable
6 as wages in accordance with Labor Code section 204. *Murphy v. Kenneth Cole Productions, Inc.*, 40
7 Cal.4th 1094, 1103-14 (2007).

8 247. Labor Code section 204(a) states in pertinent part, “[a]ll wages ... earned by any person in
9 any employment are due and payable twice during each calendar month, on days designated in advance
10 by the employer as regular paydays.” Labor Code section 204(b)(1) states, “all wages earned for labor in
11 excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

12 248. Labor Code section 210 provides that “any employer or other person who fails to pay wages
13 as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall
14 be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for
15 each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each
16 employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

17 249. Defendants have a common practice of failing to authorize and permit members of the
18 Worker Class to take an uninterrupted, duty-free rest period of at least ten minutes for every four hours
19 worked or major fraction thereof.

20 250. Plaintiff and members of the Worker Class regularly worked one or more days for more
21 than three and a half hours per day.

22 251. Defendants do not have a written policy authorizing and permitting Plaintiff and members
23 of the Worker Class to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked
24 or major fraction thereof.

25 252. Defendants mandated Plaintiff and members of the Worker Class to be readily available
26 24 hours a day, seven days a week.

27 253. Defendants’ requirement that Plaintiff and members of the Worker Class be available and
28 responsive made it difficult to take an uninterrupted, duty-free, 10-minute rest period for every four hours

1 worked or major fraction thereof.

2 254. Defendants had a common practice of not timely paying members of the Worker Class one
3 additional hour of pay at their regular rate of compensation for each workday that a lawful rest period was
4 not provided.

5 255. Plaintiff and members of the Worker Class did not regularly receive legally compliant rest
6 periods.

7 256. Despite not receiving legally compliant rest periods, Defendants did not pay Plaintiff and
8 members of the Worker Class an additional hour of compensation at their regular rate of pay for each
9 work day a legally compliant rest period was not provided.

10 257. Having not been authorized and permitted to take lawful rest periods and/or been paid
11 premium wages, Plaintiff and members of the Worker Class have suffered, and will continue to suffer,
12 damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this
13 Court and which will be ascertained according to proof at trial.

14 258. Plaintiff and members of the Worker Class are entitled to, and seek to, recover all unpaid
15 premium wages, penalties, and interest under Labor Code sections 210, 218.6, and 226.7.

16 259. Plaintiff and members of the Worker Class are entitled to, and seek, an award of reasonable
17 attorneys' fees under Labor Code sections 218.5 and Code of Civil Procedure section 1021.5.

18 260. Plaintiff, on behalf of himself and members of the Worker Class, requests further relief as
19 described in the below prayer.

20 **FIFTH CAUSE OF ACTION**

21 **(By Plaintiff, individually and on behalf of the Worker Class, Against All Defendants)**

22 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS AND/OR TIMELY PAY PREMIUM**
23 **WAGES**

24 **[Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the "Meal Periods" section of the Applicable**
25 **IWC Wage Order]**

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

28 ///

1 262. Labor Code section 1198 states,

2 The maximum hours of work and the standard conditions of labor fixed by
3 the commission shall be the maximum hours of work and the standard
4 conditions of labor for employees. The employment of an employee for
5 longer hours than those fixed by the order or under the conditions of labor
6 prohibited by the order is unlawful.

7 263. Labor Code section 512(a) provides:

8 An employer may not employ an employee for a work period of more than
9 five hours per day without providing the employee with a meal period of
10 not less than 30-minutes, except that if the total work period per day of the
11 employee is no more than six hours, the meal period may be waived by
12 mutual consent of both the employer and employee. An employer may not
13 employ an employee for a work period of more than 10 hours per day
14 without providing the employee with a second meal period of not less than
15 30 minutes, except that if the total hours worked is no more than 12 hours,
16 the second meal period may be waived by mutual consent of the employer
17 and the employee only if the first meal period was not waived.

18 264. The “Meal Periods” section of the applicable IWC Wage Order provides, in pertinent part:

19 (A) No employer shall employ any person for a work period of more than
20 five (5) hours without a meal period of not less than 30-minutes, except that
21 when a work period of not more than six (6) hours will complete the day's
22 work the meal period may be waived by mutual consent of the employer
23 and the employee. Unless the employee is relieved of all duty during a 30-
24 minute meal period, the meal period shall be considered an “on duty” meal
25 period and counter as time worked. An “on duty” meal period shall be
26 permitted only when the nature of the work prevents an employee from
27 being relieved of all duty and when by written agreement between the
28 parties an on-the-job paid meal period is agreed to. The written agreement
 shall state that the employee may, in writing, revoke the agreement at any
 time.

 (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.

24 265. A meal period generally complies with the requirements of California law if the employee
25 has at least 30 minutes uninterrupted, is relieved of any and all work duties, and is free to leave the
26 premises during such time. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1036 (2012).
27 California law further prohibits employers from “...undermining [its] formal policy of providing meal
28 periods by pressuring employees to perform their duties in ways that omit breaks.” *Id.* at 1040 (internal

1 citations omitted).

2 266. Labor Code section 226.7(b) states, “[a]n employer shall not require an employee to work
3 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
4 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
5 Standards Board, or the Division of Occupational Safety and Health.”

6 267. Labor Code section 226.7(c) states, “[i]f an employer fails to provide an employee a meal
7 or rest or recovery period in accordance with state law ... the employer shall pay the employee one
8 additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or
9 rest or recovery period is not provided.”

10 268. Under California law, premium wages under Labor Code section 226.7 are due and payable
11 as wages in accordance with Labor Code section 204. *Murphy*, 40 Cal.4th at 1103-14.

12 269. Labor Code section 204(a) states in pertinent part, “[a]ll wages ... earned by any person in
13 any employment are due and payable twice during each calendar month, on days designated in advance
14 by the employer as regular paydays.” Labor Code section 204(b)(1) states, “all wages earned for labor in
15 excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

16 270. Labor Code section 210 provides that “any employer or other person who fails to pay wages
17 as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall
18 be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for
19 each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each
20 employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

21 271. Labor Code section 558(a) provides that “any employer or other person acting on behalf of
22 an employer who violates, or causes to be violated, a section of this chapter or any provision regulating
23 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
24 penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid
25 for any initial violation in addition to an amount sufficient to recover unpaid wages, and \$100 for each
26 underpaid employee for each pay period for which the employee was underpaid in addition to an amount
27 sufficient to recover unpaid wages for each subsequent violation.

28 272. Defendants have a common practice of failing to provide members of the Worker Class

1 with the opportunity to take a 30-minute, uninterrupted, duty-free, meal period meal period before the end
2 of their fifth hour of work when they worked five or more hours in a workday.

3 273. Defendants have a common practice of failing to provide members of the Worker Class
4 with the opportunity to take a second 30-minute, uninterrupted, duty-free, meal period meal period when
5 they work ten or more hours in a workday.

6 274. Plaintiff and members of the Worker Class regularly worked one or more days for more
7 than ten hours in a day, and sometimes for more than five hours but less than ten.

8 275. Defendants do not have a written policy informing Plaintiff and members of the Worker
9 Class of their right to take a 30-minute, uninterrupted, duty-free, meal period before the end of their fifth
10 hour or a second 30-minute, uninterrupted duty-free, meal period when they worked ten or more hours in
11 a day.

12 276. Defendants mandated Plaintiff and members of the Worker Class to be readily available
13 24 hours a day, seven days a week.

14 277. Defendants' mandate that Plaintiff and members of the Worker Class be available and
15 responsive made it difficult to take 30-minute, uninterrupted, duty-free, meal period before the end of their
16 fifth hour or a second 30-minute, uninterrupted duty-free, meal period when they worked ten or more
17 hours in a day.

18 278. Defendants had a common practice of not timely paying members of the Worker Class one
19 additional hour of pay at their regular rate of compensation for each workday that a lawful meal period
20 was not provided.

21 279. Plaintiff and members of the Worker Class did not regularly receive legally compliant meal
22 periods.

23 280. Despite not receiving legally compliant meal periods, Defendants did not pay Plaintiff and
24 members of the Worker Class an additional hour of compensation at their regular rate of pay for each
25 work day a legally compliant meal period was not provided.

26 281. Having not been provided with the opportunity to take lawful meal periods and/or been
27 paid premium wages, Plaintiff and members of the Worker Class have suffered, and will continue to suffer,
28 damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this

1 Court and which will be ascertained according to proof at trial.

2 282. Plaintiff and members of the Worker Class are entitled to, and seek to, recover all unpaid
3 premium wages, penalties, and interest under Labor Code sections 210, 218.6, 226.7, and 558(a).

4 283. Plaintiff and members of the Worker Class are entitled to, and seek, an award of reasonable
5 attorneys' fees under Labor Code sections 218.5 and Code of Civil Procedure section 1021.5.

6 284. Plaintiff, on behalf of himself and all members of the Worker Class, requests further relief
7 as described in the below prayer.

8 **SIXTH CAUSE OF ACTION**

9 **(By Plaintiff, individually and on behalf of the Worker Class, Against All Defendants)**

10 **FAILURE TO PROVIDE PAID SICK LEAVE**

11 **[Labor Code §§ 200, 204, 246, and 246.5]**

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

14 286. Labor Code section 246(a)(1) states, an employee who works in California for the same
15 employer for 30 or more days within a year from the commencement of employment is entitled to paid
16 sick days.

17 287. Labor Code section 246(b)(1) provides that an employee shall accrue paid sick days at the
18 rate of not less than one hour per every 30 hours worked.

19 288. Labor Code section 246(b)(2) provides that an employee who is exempt from overtime is
20 deemed to work 40 hours per workweek for the purposes of section Labor Code section 246 unless the
21 employee's normal work is less than 40 hours, in which case the employee shall accrue paid sick days
22 based upon that normal workweek.

23 289. Labor Code section 246(b)(4) provides that an employer may satisfy the requirements of
24 Labor Code section 246 by providing not less than 24 hours or 3 days of paid sick leave that is available
25 to the employee to use by the completion of the employee's 120th calendar day of employment, and no
26 less than 40 hours or 5 days of paid sick leave that is available to the employee to use by the completion
27 of the employee's 200th calendar day of employment.

28 290. Labor Code section 246(i) provides that an employer is to provide an employee with

1 written notice that sets forth the amount of paid sick leave available for use, either on the employee's
2 itemized wage statement or in a separate writing provided on the designated pay date with the employee's
3 payment of wages.

4 291. Labor Code section 246(l) governs how Defendants are to calculate paid sick leave.

5 292. Labor Code section 246.5 requires an employer to provide paid sick days for the purposes
6 outlined in the section.

7 293. Paid sick leave constitutes wages. *Murphy*, 40 Cal.4th at 1103 ("Courts have recognized
8 that 'wages' also include those benefits to which an employee is entitled as part of his or her compensation,
9 including money, room, board, clothing, vacation pay, and sick pay.").

10 294. Labor Code section 204(a) states in pertinent part, "[a]ll wages ... earned by any person in
11 any employment are due and payable twice during each calendar month, on days designated in advance
12 by the employer as regular paydays." Labor Code section 204(b)(1) states, "all wages earned for labor in
13 excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

14 295. Labor Code section 210 provides that "any employer or other person who fails to pay wages
15 as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall
16 be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for
17 each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each
18 employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

19 296. Plaintiff and members of the Worker Class performed work for Defendants for 30 or more
20 days.

21 297. Defendants do not have a written policy notifying Plaintiff and members of the Worker
22 Class of their entitlement to paid sick leave.

23 298. Defendants did not provide Plaintiff and members of the Worker Class with paid sick leave.

24 299. Defendants did not provide Plaintiff and members of the Worker Class with notice setting
25 forth the amount of paid sick leave available.

26 300. Plaintiff and members of the Worker Class are entitled to, and seek to, recover all unpaid
27 sick leave, penalties, and interest under Labor Code sections 210, 218.6, 246, and 246.5.

28 301. Plaintiff and members of the Worker Class are entitled to, and seek, an award of reasonable

attorneys' fees under Labor Code sections 218.5 and Code of Civil Procedure section 1021.5.

302. Plaintiff, on behalf of himself and all members of the Worker Class, requests further relief as described in the below prayer.

SEVENTH CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Waiting Time Penalties Sub-Class, Against All Defendants)

FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES

[Labor Code §§ 201, 202, and 203]

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

304. Labor Code section 201(a) states, in part, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

305. Under Labor Code section 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72-hours of the notice of quitting.

306. Labor Code section 203(a) further provides,

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 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.

307. Members of the Waiting Time Penalties Sub-Class are no longer employed by Defendants.

308. Defendants have a common practice of failing to timely pay all wages due and owing upon separation of employment to members of the Waiting Time Penalties Sub-Class.

1 309. Defendants terminated Plaintiff's employment on or about May 26, 2025.

2 310. Despite terminating Plaintiff's employment, Defendants willfully failed to immediately
3 pay Plaintiff's all of his earned wages, including, but not limited to, all earned commissions, earned
4 regular, overtime, and/or double time wages, and earned premium was for non-compliant meal and rest
5 periods.

6 311. It is Plaintiff's understanding and belief, and thereon alleges, that members of the Waiting
7 Time Penalties Sub-Class, were not paid all of their earned wages upon separation of employment, such
8 as all earned commissions, earned regular, overtime, and/or double time wages, and earned premium was
9 for non-compliant meal and rest periods.

10 312. Defendants have a common practice of failing to pay the appropriate waiting time penalties
11 when it failed to timely pay all wages due and owing upon separation of employment to members of the
12 Waiting Time Penalties Sub-Class.

13 313. Plaintiff, and upon information and belief, members of the Waiting Time Sub-Class have
14 yet to be paid the appropriate waiting time penalties for the late payment of their final wages upon
15 separation of employment.

16 314. Having not received all wages due and owing upon their separation of employment and/or
17 the applicable waiting time penalties, Plaintiff and members of the Waiting Time Penalties Sub-Class have
18 suffered, and will continue to suffer, damages in an amount which is presently unknown, but which
19 exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

20 315. Plaintiff and members of the Waiting Time Penalties Sub-Class are entitled to, and seek to,
21 recovery waiting time penalties under Labor Code section 203.

22 316. Plaintiff and members of the Waiting Time Penalties Sub-Class are entitled to, and seek,
23 an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5 and Code of Civil
24 Procedure section 1021.5.

25 317. Plaintiff, on behalf of himself and members of the Waiting Time Penalties Sub-Class,
26 requests further relief as described in the below prayer.

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1 **EIGHTH CAUSE OF ACTION**

2 **(By Plaintiff, individually and on behalf of the Worker Class, Against All Defendants)**

3 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

4 **[Labor Code §§ 226, 226.3, 1198, and the “Records” section of the Applicable IWC Wage Order]**

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

7 319. Labor Code section 226 states in pertinent part:

8 An employer, semimonthly or at the time of each payment of wages, shall
9 furnish to their employee, either as detachable part of the check, draft, or
10 voucher paying the employee’s wages, or separately if wages are paid by
11 personal check or cash, an accurate itemized statement in writing showing
12 (1) gross wages earned, (2) total hours worked by the employee..., (4) all
13 deductions, (5) net wages earned, (6) the inclusive dates of the period for
14 which the employee is paid..., (7) the name of the employee and only the
15 last four digits of his or her social security number or an employee
16 identification number..., (8) the name and address of the legal entity that is
17 the employer..., and (9) all applicable hourly rates in effect during the pay
18 period and the corresponding number of hours worked at each hourly rate
19 by the employee...

20 320. The “Records” section the applicable IWC Wage Order states in pertinent part:

21 Every employer shall semimonthly or at the time of each payment of wages
22 furnish to each employee...an itemized wage statement in writing showing
23 (1) all deductions; (2) the inclusive dates of the period for which the
24 employee is paid; (3) the name of the employee and the employee’s social
25 security number; and (4) the name of the employer, provided all deductions
26 made on written orders of the employee may be aggregate and shown as one
27 item.

28 321. Under California law, meal and rest period premium wages must be included on an
employee’s itemized wage statement. *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93, 121
(2022).

322. An injury occurs where the employer fails to provide accurate information, and the
employee cannot “promptly and easily determine” the total number of hours worked or the “applicable
hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly
rate.” Lab. Code § 226(a)(9)-(e)(2)(B)(i).

323. Labor Code section 226(e)(2)(c) explains that the phrase “promptly and easily determine”

means that “a reasonable person would be able to readily ascertain the information without reference to documents or information.”

324. Labor Code section 226(e)(1) further provides:

An employee suffering injury as a result of 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.

325. According to Labor Code section 226(h), “an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorney’s fees.”

326. Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

327. Defendants have a common practice of failing to furnish members of the Wage Statement Sub-Class with accurate itemized wage statements.

328. Plaintiff and members of the Worker Class did not receive at the time of each payment of wages an accurate itemized statement in writing showing their gross wages earned; total hours worked; the number of piece-rate units earned and any applicable piece-rate, if applicable; all deductions; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number; the name address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee

329. Defendants furnished Plaintiff and members of the Worker Class with wage statements that do not comply with the requirements of the Labor Code and applicable IWC Wage Order.

330. Plaintiff received pay stubs for two months: September and October 2024, after requesting that Settle provide him with a pay stub so that Plaintiff could apply for and receive health insurance. However, the pay stubs Plaintiff received were inaccurate because the pay stubs failed to include the hours

1 for all time worked because it showed only 160 hours worked per month when Plaintiff actually worked
2 about 330 hours. The pay stubs also failed to include any overtime and/or double time hours earned.

3 331. Plaintiff alleges, on information and belief, that the pay stubs received by members of the
4 Worker Class were inaccurate for the same and/or similar reason

5 332. Due to the missing and/or incorrect information on their wage statements, Plaintiff and
6 members of the Wage Statement Sub-Class were unable to promptly and easily determine their total
7 number of hours worked and/or their wages earned during the pay period.

8 333. Having received wage statements that do not comply with California law, Plaintiff and
9 members of the Wage Statement Sub-Class have suffered, and will continue to suffer, damages in an
10 amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which
11 will be ascertained according to proof at trial.

12 334. Plaintiff and members of the Wage Statement Sub-Class are entitled to, and seek to, recover
13 statutory penalties pursuant to Labor Code section 226(e)(1).

14 335. Plaintiff and members of the Wage Statement Sub-Class are entitled to, and seek to, recover
15 civil penalties under Labor Code section 226.3.

16 336. Plaintiff and members of the Wage Statement Sub-Class are entitled to, and seek, injunctive
17 relief under Labor Code section 226(h) to ensure compliance with Labor Code section 226.

18 337. Plaintiff and members of the Wage Statement Sub-Class are entitled to, and seek, an award
19 of reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e)(1), 226(h), and Code of Civil
20 Procedure section 1021.5.

21 338. Plaintiff, on behalf of himself and all members of the Wage Statement Sub-Class, requests
22 further relief as described in the below prayer.

23 **NINTH CAUSE OF ACTION**

24 **(By Plaintiff, individually and on behalf of the Worker Class, Against All Defendants)**

25 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES**

26 **[Labor Code § 2802]**

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

1 340. Labor Code section 2802(a) provides in pertinent part, “[a]n employer shall indemnify his
2 or her employee for all necessary expenditures or losses incurred by the employee in direct consequence
3 of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

4 341. Labor Code section 2802(b) states,

5 All awards made by a court or by the Division of Labor Standards
6 Enforcement for reimbursement of necessary expenditures under this
7 section shall carry interest at the same rate as judgments in civil actions.
8 Interest shall accrue from the date on which the employee incurred the
9 necessary expenditure or loss.

10 342. Labor Code section 2802(c) states, “[f]or purposes of this section, the term ‘necessary
11 expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees
12 incurred by the employee enforcing the rights granted by this section.”

13 343. Defendants have a common practice of failing to reimburse members of the Worker Class
14 for business expenses incurred in discharge of their job duties.

15 344. Defendants do not have a written reimbursement policy.

16 345. Defendants did not provide Plaintiff and members of the Worker Class with the equipment
17 or tools necessary to perform their job duties.

18 346. Plaintiff and members of the Worker Class utilized their personal electronic devices,
19 vehicle, tools, and equipment to perform their work duties, including, but not limited to, their personal
20 cell phones, laptops, internet, and vehicles. Defendants, however, did not reimburse Plaintiff and members
21 of the Worker Class for the expenses they incurred

22 347. Defendants required Plaintiff and members of the Worker Class to travel for work
23 purposes, including, but not limited to, San Luis Obispo and Las Vegas without reimbursement. For
24 example, Plaintiff personally paid for flights and ground transportation. Despite traveling for work,
25 Defendants did not reimburse Plaintiff for all expenses incurred.

26 348. Plaintiff also purchased business equipment for Defendants, including a MacBook and iPad
27 totaling approximately \$3,000. Plaintiff was never reimbursed by Defendants for such purchases.

28 349. The expenses incurred by Plaintiff and members of the Worker Class were reasonable and
necessary to fulfill their job duties.

350. Having not been reimbursed for business expenses incurred in discharge of their job duties,

1 Plaintiff and members of the Worker Class have suffered, and will continue to suffer, damages in an
2 amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which
3 will be ascertained according to proof at trial.

4 351. Plaintiff and members of the Worker Class are entitled to, and seek to, recover the full
5 amount of expenses incurred as well as interest under Labor Code section 2802.

6 352. Plaintiff and members of the Worker Class are entitled to, and seek, an award of reasonable
7 attorneys' fees and costs pursuant to Labor Code sections 218.5, 2802(c), and Code of Civil Procedure
8 section 1021.5.

9 353. Plaintiff, on behalf of himself and all members of the Worker Class, requests further relief
10 as described in the below prayer.

11 **TENTH CAUSE OF ACTION**

12 **(By Plaintiff, individually and on behalf of the Worker Class, Against All Defendants)**

13 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

14 **[Bus. & Prof. Code §§ 17200 et seq.]**

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

17 355. California's Unfair Competition Law ("UCL") broadly prohibits "any unlawful, unfair or
18 fraudulent business act or practice."

19 356. The UCL permits a cause of action to be brought if a practice violates some other law. In
20 effect, the "unlawful" prong of the UCL makes a violation of the underlying law a per se violation of
21 Business and Professions Code section 17200. *Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co.*,
22 20 Cal.4th 163, 180 (1999). Virtually any law or regulation – federal or state, statutory or common law –
23 can serve as predicate for a Section 17200 violation. *Farmers Ins. Exch. v. Superior Court*, 2 Cal.4th 377,
24 383 (1992).

25 357. Under the UCL, a practice may be "unfair" even if not specifically proscribed by some
26 other law. *Korea Supply Co. v. Lockheed Martin Corp.*, 29 Cal.4th 1134, 1143 (2003) (internal citations
27 omitted). According to the California Supreme Court, the "unfair" standard is intentionally broad to allow
28 courts maximum discretion in prohibiting new schemes to defraud. *Cel-Tech*, 20 Cal.4th at 180-81.

1 358. A business act or practice is deemed “fraudulent” under Section 17200 where “members
2 of the public are likely to be deceived.” *Blakemore v. Superior Court*, 129 Cal.App.4th 36, 49 (2005).
3 That is, a showing of actual deception, reasonable reliance, or damages is not required. *Id.* The
4 “fraudulent” prong of the UCL can be used to attack the deceptive manner in which otherwise lawful
5 contract terms are presented to an individual. *Boschma v. Home Loan Ctr., Inc.*, 198 Cal.App.4th 230, 253
6 (2011). Even a true statement may be unlawful under Section 17200 if it is “couched in such a manner
7 that it is likely to mislead or deceive ..., such as by failure to disclose other relevant information.” *Id.*

8 359. Business and Professions Code section 17203 states in part,

9 Any person who engages, has engaged, or proposes to engage in unfair
10 competition may be enjoined in any court of competent jurisdiction. The
11 court may make such orders or judgments, including the appointment of a
12 receiver, as may be necessary to prevent the use or employment by any
13 person of any practice which constitutes unfair competition, as defined in
this chapter, or as may necessary to restore to any person in interest any
money or property, real or personal, which may have been acquired by
means of such unfair competition.

14 360. Defendants’ business practices violate all three prongs of the UCL.

15 361. Defendants’ practices violate the unlawful prong because Defendants violated California
16 law by misclassifying Plaintiff and members of the Worker Class; failing to pay at least minimum wage
17 for all time worked; failing to timely pay wages for all time actually worked or spent under the control of
18 Defendants; failing to timely pay overtime and/or double time wages for time worked in excess of eight
19 hours per day and/or 12 hours per day; failing to pay Plaintiff and members of the Worker Class at least
20 twice per calendar month; failing to pay Plaintiff and members of the Worker Class as promised; failing
21 to provide lawful meal and rest periods; failing to pay premium wages for non-compliant meal and rest
22 periods; failing to provide paid sick leave; failing to provide notice setting forth the amount of paid sick
23 leave available; failing to pay all wages due and owing upon separation of employment; failing to pay
24 waiting time penalties for the late payment of wages; failing to furnish accurate itemized wage statements;
25 failing to maintain accurate employment records; and failing to reimburse for necessary business
26 expenses.

27 362. Defendants’ practices violate the unfair prong because Defendants implemented a culture
28 and practice of unfairly misclassifying Plaintiff and members of the Worker Class and therefore depriving

1 them of the rights and benefits afforded to them; Defendants' unfairly underpaid Plaintiff and members
2 of the Worker Class and compelled them to work without proper payment or adequate meal and rest
3 periods. Defendants did not provide members of the Worker Class with paid sick leave. Defendants
4 unfairly passed along the cost of doing business to members of the Worker Class by failing to reimburse
5 them for expenses incurred in discharge of their job duties. Defendants unfairly retaliated against Plaintiff
6 when he complained about not being paid appropriately and discussed wages with other Workers.

7 363. Defendants' practices violate the fraudulent prong because Defendants willfully
8 misrepresented to members of the Worker Class that they were independent and/or exempt employees.
9 Defendants falsely represented to Plaintiff and members of the Worker Class that they were not entitled
10 to the benefits and protections of California law, including but not limited to minimum wage, overtime
11 wages, rest and meal periods, and sick leave. Defendants misrepresented the wages and commissions paid
12 to members of the Worker Class, including Plaintiff.

13 364. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business
14 practices, Plaintiff and members of the Worker Class have suffered, and will continue to suffer, damages
15 in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and
16 which will be ascertained according to proof at trial.

17 365. Through their unlawful, unfair, and fraudulent conduct, Defendants have reaped, and
18 continue to reap, benefits and profits at the expense of the Worker Class.

19 366. Plaintiff and members of the Worker Class are entitled to, and seek, restitution of all
20 monies, wages, benefits, and expenses wrongfully withheld from them pursuant to Business and
21 Professions Code section 17203.

22 367. Plaintiff and members of the Worker Class seek disgorged profits from Defendants for
23 their unlawful, unfair and fraudulent business practices under Business and Professions Code section
24 17203.

25 368. Plaintiff and members of the Worker Class are entitled to, and seek, a preliminary and
26 permanent injunction pursuant to Business and Professions Code section 17203 to enjoin Defendants from
27 the unlawful, unfair, and fraudulent conduct described herein.

28 369. Plaintiff and members of the Worker Class are entitled to, and seek, interest under Labor

Code section 218.6 and Civil Code section 3287.

370. Plaintiff and members of the Worker Class are entitled to, and seek, an award of reasonable attorneys' fees and costs pursuant to Labor Code sections 218.5 and Code of Civil Procedure section 1021.5.

371. Plaintiff, on behalf of himself and all members of the Worker Class, requests further relief as described in the below prayer.

ELEVENTH CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Aggrieved Employees Against All Defendants)

VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Lab. Code §§ 2698 et seq.]

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

373. Plaintiff, on behalf of himself, the State of California, and all other Aggrieved Employees, seeks to recover civil penalties, injunctive relief, and attorneys' fees and costs through this enforcement action based on the following:

- a. Misclassification as independent contractors in violation of Labor Code sections 226.8, 2775, and 3353;
- b. Misclassification as exempt employees in violation of Labor Code section 226.8;
- c. Failure to timely pay all minimum and/or regular wages during employment in violation of Labor Code sections 204, 1194, 1197, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order;
- d. Failure to timely pay all overtime and/or double time wages during employment in violation of Labor Code sections 204, 510, 1194, 1197, 1198, and the and the "Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order;
- e. Failure to pay contractual wages in violation of Labor Code sections 223 and 225.5;
- f. Failure to timely pay all wages during employment in violation of Labor Code

section 204;

- g. Failure to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment in violation of Labor Code sections 204, 226.7, and the “Rest Periods” section of the applicable IWC Wage Order;
- h. Failure to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment in violation of Labor Code sections 204, 226.7, 512, 1198, and the “Meal Periods” section of the applicable IWC Wage Order;
- i. Failure to provide paid sick leave in violation of Labor Code sections 246, 248.5, and 1197.1;
- j. Failure to timely pay all wages due and owing upon separation of employment and/or the pay the appropriate waiting time penalties in violation of Labor Code sections 201, 202, and 203;
- k. Failure to furnish accurate itemized wage statements in violation of Labor Code section 226, 1198, and the “Records” section of the applicable IWC Wage Order;
- l. Failure to maintain accurate employment records in violation of Labor Code section 1174, 1198, and the “Records” section of the applicable IWC Wage Order;
- m. Failure to reimburse for necessary business expenses in violation of Labor Code section 2802;
- n. Failure to provide employment records upon request in violation of Labor Code sections 226(b), (c), and (f), 432, 1198.5, and the “Records” section of the applicable IWC Wage Order; and
- o. Engaging in retaliation in violation of Labor Code sections 98.6, 232, and 1102.5.

374. Labor Code section 98.6(b)(3) provides that an employer who violates Labor Code section 98.6 is liable for a civil penalty not exceeding \$10,000 per employee for each violation, in addition to any other remedies available. Plaintiff, on behalf of himself and the State of California, seeks the civil penalty imposed by Labor Code section 98.6(b)(3).

1 375. Labor Code section 210 provides that “any employer or other person who fails to pay wages
2 as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall
3 be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for
4 each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each
5 employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiff, on
6 behalf of himself, the State of California, and the Aggrieved Employees, seeks the civil penalty imposed
7 by Labor Code section 210.

8 376. Labor Code section 225.5 subjects any person who unlawfully withholds wages in violation
9 of Labor Code sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty of \$100 for each
10 failure to pay each employee and a civil penalty of \$200 for each subsequent violation or any willful or
11 intentional violation, plus 25% of the amount unlawfully withheld. Plaintiff, on behalf of himself, the
12 State of California, and the Aggrieved Employees, seeks the civil penalty imposed by Labor Code section
13 225.5.

14 377. For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil
15 penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation
16 in a subsequent citation. Labor Code section 226.3 also imposes this civil penalty for violations of Labor
17 Code section 226(a) resulting from an employer’s failure to provide employees with wage deduction
18 statement for failure to keep records as required by Section 226. Plaintiff, on behalf of himself, the State
19 of California, and the Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 226.3.

20 378. Labor Code section 226.8(b) provides that a person or employer has willfully misclassified
21 an individual then the person or employer shall be subject to a civil penalty of not less than \$5,000 and
22 not more than \$15,000 for each violation, in addition to any other penalties or fines permitted by law.
23 Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, seeks the civil
24 penalty imposed by Labor Code section 226.8(b).

25 379. Labor Code section 226.8(c) provides that a person or employer has willfully misclassified
26 an individual and the person or employer has engaged in or is engaging in a pattern and practice of such
27 violation then the person or employer shall be subject to a civil penalty of not less than \$10,000 and not
28 more than \$25,000 for each violation, in addition to any other penalties or fines permitted by law. Plaintiff,

1 on behalf of himself, the State of California, and the Aggrieved Employees, seeks the civil penalty
2 imposed by Labor Code section 226.8(c).

3 380. For violations of Labor Code sections 510 and 512, in addition to any other recovery
4 provided by law, Labor Code section 558(a) imposes a civil penalty of \$50 per pay period for each
5 underpaid employee for the initial violation and \$100 per pay period for each underpaid employee for
6 each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision
7 regulating hours and days of work in any order of the IWC. Plaintiff, on behalf of himself, the State of
8 California, and the Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 558(a).

9 381. For violations of Labor Code section 1102.5, Labor Code section 1102.5(f)(1) imposes a
10 civil penalty not exceeding \$10,000 per employee for each violation in addition to other remedies available
11 to the employee. Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees,
12 seeks the civil penalty imposed by Labor Code section 1102.5(f)(1).

13 382. For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section
14 1174.5 imposes a civil penalty of \$500 for any willful violation. Plaintiff, on behalf of himself the State
15 of California, and the Aggrieved Employees, seeks the civil penalty imposed by Labor Code section
16 1174.5 for all willful violations.

17 383. Labor Code section 1197.1(a) imposes a civil penalty of \$100 for each underpaid employee
18 for each pay period for which the employee is underpaid and a subsequent civil penalty of \$250 for each
19 underpaid employee for each pay period for which the employee is underpaid for paying or causing an
20 employee to be paid a wage less than the minimum wage. Plaintiff, on behalf of himself the State of
21 California, and the Aggrieved Employees, seeks the civil penalty imposed by Labor Code section
22 1197.1(a).

23 384. Labor Code section 1198.5(k) imposes a civil penalty of \$750 on the employer for the
24 employer's failure to comply with Labor Code section 1198.5(k).

25 385. Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226,
26 if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil
27 penalty is \$25 per pay period per employs if the employee could promptly and easily determine the
28 information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph

(8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods. Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2)(A).

386. For all provisions of the Labor Code except those for which a civil penalty is specifically provided Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive. Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2).

387. Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action. Plaintiff, on behalf himself, the State of California, and the Aggrieved Employees, seeks injunctive relief as provided by Labor Code section 2699(k)(1).

388. Labor Code section 2699(k)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. Plaintiff, on behalf himself, the State of California, and the Aggrieved Employees, seeks attorneys' fees and costs as provided by Labor Code section 2699(k)(1).

389. Labor Code sections 218.5, 226(e)(1), 1194, and 2802 and Code of Civil Procedure section 1021.5, also permit the recovery of attorneys' fees and costs. Plaintiff, on behalf himself, the State of California, and the Aggrieved Employees, seeks attorneys' fees and costs as permitted by Labor Code sections 218.5, 226(e)(1), 1194, 2802, and Code of Civil Procedure section 1021.5.

390. Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees requests further relief as described in the below prayer.

///

TWELFTH CAUSE OF ACTION
(By Plaintiff, individually, Against All Defendants)
CONVERSION

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

392. California law defines conversion as the wrongful exercise over the property of another. *Lee v. Hanley*, 61 Cal.4th 1225, 1240 (2015).

393. The elements of conversion are: (1) the plaintiff's ownership or right to possession of the property; (2) the defendant's conversion by a wrongful act or disposition of property rights; and (3) damages. *Id.*

394. Plaintiff performed work for Defendants, including making sales.

395. Plaintiff earned commissions on his sales and the fees collected.

396. Plaintiff had right to possess all earned commissions.

397. Defendants substantially interfered with Plaintiff's right to his earned commissions by knowingly or intentionally taking possession of his commissions and paying him less than promised, such as when they, for example, unilaterally and without notice retroactively changed the commission structure.

398. Plaintiff did not consent to Defendants' failure to pay him all of his earned commission nor the modified commission structure.

399. Plaintiff was paid and received less in commission than he promised.

400. Defendants' failure to pay Plaintiff as promised was a substantial factor in causing Plaintiff's harm.

401. Having not received all of his earned commissions, Plaintiff has suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

402. Plaintiff is entitled to, and seek to, recover the full amount of unpaid wages and interest.

403. Plaintiff and members of the Worker Class are entitled to, and seek, an award of reasonable attorneys' fees and costs pursuant to Labor Code sections 218.5 and Code of Civil Procedure section 1021.5.

1 404. Plaintiff requests further relief as described in the below prayer.

2 **THIRTHTEENTH CAUSE OF ACTION**

3 **(By Plaintiff, individually, Against All Defendants)**

4 **INTENTIONAL MISREPRESENTATION**

5 **[Labor Code §§ 1709 and 1710]**

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

8 406. Defendants made representations to Plaintiff about character of work to be performed and
9 the compensation of such work.

10 407. The representations made by Defendants were false.

11 408. Defendants knew when the representations made that they were not true or otherwise
12 made the representations recklessly and without regard for the truth.

13 409. Defendants intended that Plaintiff would rely on the representation concerning the
14 character of work to be performed and the compensation for such work.

15 410. Plaintiff reasonably relied on Defendants' representations.

16 411. In doing so, Plaintiff performed work that exceeded the duties and responsibilities
17 initially described by Defendants and Plaintiff received less compensation than promised.

18 412. Plaintiff's reliance on Defendant's representations was a substantial factor in causing his
19 harm.

20 413. Having not received all of his earned commissions, Plaintiff has suffered, and will continue
21 to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits
22 of this Court and which will be ascertained according to proof at trial.

23 414. Plaintiff is entitled to, and seek to, recover the full amount of unpaid wages and interest.

24 415. Plaintiff and members of the Worker Class are entitled to, and seek, an award of reasonable
25 attorneys' fees and costs pursuant to Labor Code sections 218.5 and Code of Civil Procedure section
26 1021.5.

27 416. Plaintiff requests further relief as described in the below prayer.

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FOURTEENTH CAUSE OF ACTION
(By Plaintiff, individually, Against All Defendants)

RETALIATION

[Labor Code §§ 232, 98.6, 1102.5]

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

418. Labor Code section 232 states,

No employer may do any of the following: (a) Require, as a condition of employment, that an employee refrain from disclosing the amount of his or her wages. (b) Require an employee to sign a waiver or other document that purports to deny the employee the right to disclose the amount of his or her wages. (c) Discharge, formally discipline, or otherwise discriminate against an employee who discloses the amount of his or her wages.

419. Labor Code section 98.6(a) prohibits a person or employer from discharging an employee or discriminating, retaliating, or taking adverse action against any employee because the employee filed or threatened to file a complaint with the Labor Commissioner, initiated or threatened to initiate any proceeding under the Labor Code, testified or is about to testify in any proceeding under the Labor Code, exercised or asserted any right or remedy provided by the Labor Code, or participated in any investigation or prosecution of a Labor Code violation.

420. Labor Code section 98.6(b)(3) provides that an employer who violates Labor Code section 98.6 is liable for a civil penalty not exceeding \$10,000 per employee for each violation, in addition to any other remedies available.

421. Labor Code section 1102.5(c) prohibits “[a]n employer from retaliating against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.”

422. A plaintiff who successfully prosecutes his or her claim for retaliation in violation of Labor Code section 1102.5 may recover compensatory damages, including economic and emotional distress damages. *Gardenhire v. Housing Authority of the City of Los Angeles*, 85 Cal.App.4th 236, 237, 240-41 (2000).

423. Labor Code section 1102.5(f) imposes a civil penalty not exceeding \$10,000 per employee

1 for each violation of Labor Code section 1102.5, in addition to other remedies available.

2 424. Labor Code section 1102.5(j) authorizes the recovery of reasonable attorneys' fees to a
3 successful plaintiff.

4 425. Plaintiff was employed by or otherwise performed work for Defendants.

5 426. Plaintiff disclosed to Settle, Defendants' owner, that he believed that he was not being
6 compensated as promised and was owed wages.

7 427. Plaintiff reasonably believed that Settle had the authority to investigate discovery or
8 correct the compensation issues.

9 428. Plaintiff spoke directly with other Workers about their pay to inquire whether they were
10 having issues with their compensation.

11 429. Plaintiff further spoke directly with other Workers about their poor treatment by Settle and
12 their intolerable working conditions, including, but not limited to, Settles demands that they be available
13 at all hours, and Settles disparaging and sometimes racists statements.

14 430. Settle was also aware that Plaintiff had been in contact with a former Worker who was
15 suing Settle regarding compensation issues.

16 431. Plaintiff was terminated on May 26, 2025 during a Zoom meeting, with others present.
17 During the meeting, Settle informed Plaintiff and the other participants that Plaintiff was being terminated
18 because (a) he was asking others about and talking about compensation, the work environment, and
19 treatment of workers; and (b) he was removing his name from appearing on agreements between
20 Defendants and clients that he personally did not agree to

21 432. Plaintiff's reports of unpaid wages and discussions about wages were a contributing factor
22 in Defendants' decision to terminate Plaintiff's employment.

23 433. Defendants conduct was a substantial factor in causing Plaintiff's harm, including, but not
24 limited to, lost wages and benefits, emotional distress, damages to his reputation, and loss of career
25 advancement opportunities.

26 434. As a consequence of Defendants' retaliatory conduct, Plaintiff has suffered, and continues
27 to suffer, economic and non-economic damages, including but not limited to loss of earnings and benefits,
28 reduced earning potential, and loss of reputation and employment opportunities, in amounts which are

1 presently unknown, but which exceed the jurisdictional limitations of this Court and which will be
2 ascertained according to proof at trial, substantial losses in earnings, employment benefits, and other
3 compensation.

4 435. Plaintiff is entitled to, and seeks to recover, economic and non-economic damages.

5 436. Plaintiff is entitled to, and seeks to recover, the penalty outlined in Labor Code sections
6 98.6(b)(3) and 1102.5(f).

7 437. Plaintiff is entitled to, and seeks to recover, attorneys' fees and costs pursuant to Labor
8 Code sections 218.5 and 1102.5(j), as well as Code of Civil Procedure section 1021.5.

9 438. Plaintiff requests further relief as described in the below prayer.

10 **PRAYER FOR RELIEF**

11 Plaintiff prays for judgment against Defendants as follows:

- 12 A. For an order determining that this action may be maintained as a class action with the
13 Plaintiff as the class representative;
- 14 B. For the attorneys appearing for Plaintiff to be named as class counsel;
- 15 C. For all monies, wages, commissions, benefits, and expenses due to Plaintiff and other
16 Workers.
- 17 D. For all minimum and/or regular wages owed under the Labor Code, including but not
18 limited to Labor Code section 1194(a);
- 19 E. For all overtime and/or double time wages owed under the Labor Code, including but not
20 limited to Labor Code section 1194(a);
- 21 F. For all premium wages owed under the Labor Code, including but not limited to Labor
22 Code section 226.7;
- 23 G. For all damages pursuant to the Labor Code, including but not limited to Civil Code section
24 3300 and Labor Code sections 226(e)(1) and 2802;
- 25 H. For all statutory penalties available under the Labor Code, including but not limited to
26 Labor Code sections 203, 210, and 226(e)(1);
- 27 I. For all civil penalties available under the Labor Code, including, but not limited to, Labor
28 Code sections 98.6(b)(3), 210, 225.5, 226.3, 226.8(b) and (c), 558(a), 1102.5(f), 1174.5,

1 1197.1(a), 1198.5(k), 2699(f), and 2699(f)(2);

2 J. For restitution of all monies, wages, and benefits available under the law, including but not
3 limited to Labor Code section 1197.1(a) and Business and Professions Code section 17203;

4 K. For disgorged profits from Defendants' unlawful, unfair, and fraudulent business practices;

5 L. For all interest accrued as provided by California law, including but not limited to Labor
6 Code sections 218.6, 1194(a), 2082(b), and Civil Code section 3287, 3289(b), and 3302;

7 M. For liquidated damages available under the Labor Code, including but not limited to Labor
8 Code sections 1194.2(a) and 1197.1(a);

9 N. For reasonable attorneys' fees and litigations costs available under California law,
10 including but not limited to Labor Code sections 218.5, 226(e)(1) and (h), 1102.5(j),
11 1194(a), 1198.5(l), 2802(c), 2699(k)(1), Code of Civil Procedure section 1021.5, the
12 "common fund" theory, the "substantial benefit" theory, and/or other applicable law,
13 theory, or doctrine;

14 O. For injunctive relief available under California law, including but not limited to Labor
15 Code section 226(h), 1198.5(l), 2699(k)(1), and Business and Professions Code section
16 17203;

17 P. For equitable relief;

18 Q. For declaratory relief;

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

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Dated: July 13, 2026

ARCH LEGAL P.C.

MONIQUE R. RODRIGUEZ
NATHAN REESE
Attorneys for Plaintiff Sammy Z. Siyoun

EXHIBIT 1



May 5, 2026

Attorneys at Law

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VIA ONLINE FILING PORTAL

California Labor and Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL (RETURN RECEIPT)

Sunpad Solar LLC
23986 Aliso Creek Road #772
Laguna Niguel, CA 92677

ThinkBig Products LLC
23986 Aliso Creek Road #772
Laguna Niguel, CA 92677

OneClick MarketFlow LLC
23986 Aliso Creek Road #772
Laguna Niguel, CA 92677

Justin Settle
23986 Aliso Creek Road #772
Laguna Niguel, CA 92677

Sunpad Solar LLC
c/o Registered Agents, Inc., Agent for Service of
Process
1401 21st Street
Sacramento, CA 95811
ThinkBig Products LLC
c/o Justin Settle, Agent for Service of Process
23986 Aliso Creek Road #772
Laguna Niguel, CA 92677
OneClick MarketFlow LLC
c/o Ryan Davies
85 Enterprise, Suite 310
Aliso Viejo, California 92656
Ryan M. Davies, Esq.
LS Carlson Law
85 Enterprise, Suite 310
Aliso Viejo, CA 92656

**Re: Sammy Siyoums Private Attorney General Act Claims Against
Sunpad Solar LLC, ThinkBig Products LLC, OneClick
MarketFlow LLC, and Justin Settle**

Dear California Labor and Workforce Development Agency, Sunpad Solar LLC,
ThinkBig Products LLC, OneClick MarketFlow LLC and Justin Settle:

Please be advised that Sammy Siyoum ("Claimant") has retained our firm, ARCH
Legal, PC, to represent him for various claims against his former employers, Sunpad Solar
LLC, ThinkBig Products LLC, OneClick MarketFlow LLC, and Justin Settle (collectively,
the "Company").

Graham S.P. Hollis**

Vilmarie Cordero*

Hali Anderson*

Nathan Reese*

Allison Schubert

Dawn M. Berry

Samara Bahu

Ommar Chavez

Monique R. Rodriguez*

Nicholas Arcamone

*Licensed to Practice in CA and WA
** Of Counsel

California Labor and Workforce Development Agency
Sunpad Solar LLC
ThinkBig Products LLC
OneClick MarketFlow LLC
Justin Settle
Ryan M. Davies, Esq.
May 5, 2026
Page 2



This letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and to the Company of the alleged violations of the California Labor Code ("Labor Code") and applicable Industrial Welfare Commission ("IWC") Wage Orders that Claimant claims the Company committed against him and all other individuals, whether classified as independent contractors, exempt, or non-exempt, who performed work for the Company in California during the relevant period ("Aggrieved Employees"). Claimant provides this written notice, which includes the facts and theories to support the violations alleged herein, in accordance with the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3.

Claimant intends to file a civil action against the Company to enforce his rights under the Labor Code and to seek civil penalties, injunctive relief, and attorneys' fees and costs pursuant to the PAGA for the alleged violations. Pursuant to Labor Code section 2699(a), and by way of this notice, Claimant intends to represent himself and all Aggrieved Employees on behalf of the State of California.

FACTUAL BACKGROUND

I. THE COMPANY

Sunpad Solar LLC ("Sunpad"), ThinkBig Products LLC ("ThinkBig"), and OneClick MarketFlow LLC ("OneClick") are a group of related business entities that primarily provide sale services and are owned and operated by Justin Settle. Specifically, Sunpad operated as a sales broker for solar companies such as Sunpower and Ourworld. Sunpad also operated Virtual Solar Partners ("VSP"), which sold packages to individuals interested in selling solar. Upon information and belief, Justin Settle also owns and operates LeadGeeks, which is the training, lead generation, and Customer Relationship Management system used by Sunpad in connection with VSP. ThinkBig is an e-commerce company that sells product fulfillment, shipping services, and management services to online retailers/e-commerce stores by sourcing and purchasing inventory. OneClick works in conjunction with ThinkBig by automating management services, product fulfillment, and shipping.

At all relevant times, Justin Settle has served as the owner, chief executive officer, and decision-maker for Sunpad, ThinkBig, and OneClick. All three entities utilized the same mailing address in Laguna Niguel. ThinkBig and OneClick share the same principle address in Irvine. Upon information and belief, ThinkBig and OneClick utilize the same employees and workforce, and operate under a common management and control exercised by Mr. Settle. At all relevant times, Sunpad, ThinkBig, and OneClick operated as an integrated enterprise.

II. CLAIMANT'S EMPLOYMENT

Claimant began working for Sunpad in or around April 2022. Claimant was initially hired as an independent contractor to sell solar services and products offered by Sunpad. Shortly after being hired, Claimant also began selling solar leads at the direction of Mr. Settle. A few months later, Mr. Settle expanded Claimant's role by making him "President of Sales", wherein Claimant was also responsible for

managing the sales teams, training sales persons, and managing key external vendor and partnership relationships, such as SunPower. Claimant was promised compensation for the work he performed for Sunpad. Specifically, Claimant was to receive commissions on his personal sales plus overrides on all managed team production. However, during Claimant's time with Sunpad, he received minimal compensation totaling approximately \$1,000 to \$2,000 over a seven-to-eight-month period despite Sunpad receiving payment from sales and clients. Claimant was not paid as promised for the overrides on all managed team production. Claimant was also not paid commissions as promised. When Claimant was paid commissions, he was paid out on terms that were not disclosed or agreed to resulting in underpayment. Ultimately, Claimant was not paid all earned commissions.

In or around November 2023, at the encouragement of Mr. Settle, Claimant transitioned to performing work for ThinkBig. Initially, Claimant was responsible for following up on leads for e-commerce stores and selling ThinkBig's e-commerce management and fulfillment services. Claimant was to be paid a commission on any sales above \$2,000 and was classified as an independent contractor. Shortly thereafter, Claimant's role expanded to "Vice President of Sales" in early 2024, where was responsible for selling ThinkBig's e-commerce management and fulfillment services, following up on leads for e-commerce stores, collecting pick-and-packs, setting up the management fee, onboarding clients, and assisting with managing client relationships. Claimant was classified as an independent contractor for ThinkBig and was to be paid \$5,000 per month plus half of the management fees and a percentage of the pick and pack fees collected. Claimant, however, was not paid his portion of the management and pick and pack fees collected. When Claimant requested access to review his payment calculations, Mr. Settle refused to provide system access and claimed the numbers were written down on a "piece of paper" rather than providing verifiable records.

In or around 2024, Claimant, at the direction of Mr. Settle, started to work with others to develop a software program that would assist ThinkBig customers with the management of their e-commerce stores, product fulfillment, and shipping. This was in addition to Claimant's other duties for ThinkBig. In or around September 2024, Mr. Settle formed OC MarketFlow LLC, which was later renamed to OneClick MarketFlow LLC¹, to be a separate entity that would own and operate the software program that was being developed to assist ThinkBig customers. From 2024 until his separation on May 26, 2025, Claimant performed work for ThinkBig and OneClick simultaneously. The work for both entities was performed at the same location, during the same hours, and involved the same operational functions. In or around January 2025, Claimant began receiving \$5,000 per month from OneClick, characterized as a "manager guarantee." He no longer received payments from ThinkBig despite performing work for the entity.

Mr. Settle terminated Claimant's employment on May 26, 2025, during a Zoom meeting. Mr. Settle informed Claimant, and the others present, that Claimant was being terminated because (1) Claimant was removing his name from appearing on agreements between the Companies and clients that he personally

¹ In or around January 2025, Claimant was offered, and he accepted a five percent "Class B Membership Non-Voting Interest" in OneClick. Claimant has yet to receive any profit distributions based on his five percent interest in OneClick.

did not agree to; and (2) Claimant was asking people and talking about pay, the working environment, and the treatment of other workers. Claimant was not immediately paid all wages due and owing upon his termination.

At all relevant times, Claimant classified as an independent contractor and was paid by person-to-person payments through Zelle, PayPal, Venmo from accounts for Sunpad, ThinkBig, and OneClick. The Company did not regularly process payments through payroll, withhold or report taxes, and did not provide itemized wage statements to Claimant. Claimant was not provided with any employee benefits, including health insurance or sick leave.

At all relevant times, Claimant was required to work approximately seven days per week, from about 9:00 a.m. to 8:00 p.m. (approximately 77 hours per week) and was expected to be available twenty-four hours per day, seven days a week to respond to work-related matters from clients and Mr. Settle. Claimant was not paid overtime wages or provided with meal and rest periods. Claimant was also not compensated for the time he was to remain on call.

At all relevant times, Claimant used his personal cell phone, vehicle, tools, and equipment to perform his work duties, such as his own laptop and internet. Claimant also had to purchase a Starlink dish because he was not permitted to have slow or glitchy internet and had to be readily available from anywhere. The Company also required Claimant to travel for work purposes, including to San Luis Obispo and Las Vegas. Claimant had to pay for flights and ground transportation, such as Ubers and Lyfts. Claimant purchased business equipment, including a MacBook and iPad, totaling approximately \$3,000. The Company did not reimburse Claimant for all business expenses incurred in connection with his job duties.

III. AGGRIEVED EMPLOYEES

At all relevant times, the Company engaged individuals to perform work for the benefit of the Company in California and exercised control over the individual's wages, hours and working conditions. At any given time, the Company employed approximately 20 to 40 workers at ThinkBig Products LLC and OneClick MarketFlow LLC. These workers perform warehouse operations, fulfillment services, listing creation, repricing, order management, and customer service functions. The Company employed multiple workers at Sunpad Solar and LeadGeeks who performed solar sales, appointment setting, Business Development Center operations, and lead generation functions. All of these workers were similarly classified by the Company as independent contractors, exempt employees, or non-exempt employees and were paid via person-to-person payments such as Zelle, PayPal, or Venmo, and sometimes cash without proper payroll processing, tax withholding, or itemized wage statements.

At all relevant times, the policies and practices applicable to Claimant were also applicable to other Aggrieved Employees, unless otherwise stated.

Claimant alleges that the Company denied him and other Aggrieved Employees the specific rights afforded to them under the Labor Code and the applicable IWC Wage Order. Specifically, the Company,

misclassified workers as independent contractors and/or exempt employees; failed to pay at minimum and/or regular wages during employment for all time worked; failed to pay overtime and/or double time wages during employment; failed to pay contractual wages; failed to timely pay wages during employment; failed to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods; failed to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods; failed to timely pay all wages due and owing upon separation of employment; failure to provide paid sick leave; failed to furnish accurate itemized wage statements; failed to maintain accurate employment records; and failure to reimburse for necessary business records. Claimant alleges that the Company retaliated against him and failed to timely provide his employment records upon request.

RESERVATION OF RIGHTS

All facts, claims, and legal theories contained within this written notice are alleged and asserted on behalf of Claimant and all Aggrieved Employees. The facts, claims, and legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, claims, and theories of liability discovered after the sending of this letter on behalf of himself and all other current or former Aggrieved Employees against the Company and other persons that may be discovered after the sending of this letter. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, parent entity, sister entity, affiliated entity, successor entity, joint employer, and joint venture of the Company, as well as those persons who caused and concurrently contributed to the various acts and admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and damages alleged herein or otherwise participated in or ratified any or all of the acts and omissions complained herein, and those who were acting within the authority and scope of the Company. Given the common ownership, common management, shared business address, interrelated business operations, and joint control exercised by Justin Settle over all entities, Claimant specifically reserves the right to add claims against related entities and individuals who operated as joint employers, alter egos, or successors-in-interest to the named entities. Claimant reserves the right to revise these facts and add any new claims or legal theories by amending this written notice and by adding facts, claims, and legal theories to his civil complaint.

VIOLATIONS OF THE LABOR CODE AND APPLICABLE IWC WAGE ORDER

MISCLASSIFICATION AS INDEPENDENT CONTRACTOR (Labor Code §§ 226.8, 2775, and 3353)

Claimant alleges that the Company willfully misclassified Claimant and other Aggrieved Employees as independent contractors in violation of California law. The Company retained pervasive control and direction over Claimant's and other Aggrieved Employees' work. For example, the Company had the authority to discipline and terminate Claimant and other Aggrieved Employees at will. The Company controlled all access to essential business systems, including customer relationship management systems, financial tracking systems, and communication platforms. The Company required Claimant and

Aggrieved Employees to work fixed schedules, including mandatory availability from 9:00 a.m. to 8:00 p.m., seven days per week. The Company monitored Claimant and other Aggrieved Employees' locations and availability and required them to respond immediately to communications from Mr. Settle at any hour of the day or night. The Company also required Claimant and other Aggrieved Employees to use Company-provided email addresses, Company systems, and Company-controlled online platforms to perform all work. The Company directed Claimant and Aggrieved Employees on how to communicate with customers and evaluated their work performance. Thus, Claimant and other Aggrieved Employees were not free from the control and direction of the Company in connection with their work performance.

The Company required Claimant and other Aggrieved Employees to perform work that fell within its usual course of business. Claimant and other Aggrieved Employees at Sunpad and LeadGeeks performed solar sales, appointment setting, lead generation, and customer relationship management functions, which constituted the core operations of those entities' solar sales and lead generation business. Claimant and other Aggrieved Employees at ThinkBig Products LLC and OneClick MarketFlow LLC performed e-commerce operations, including product listing, inventory management, order fulfillment, repricing, warehouse operations, and customer service functions, which constituted the core operations of those entities' e-commerce business. The work performed by Claimant and the Aggrieved Employees was an integral part of the Company's business operations and was not merely incidental or ancillary work.

Furthermore, Claimant and other Aggrieved Employees did not operate independently established businesses, trades, or occupations of the same nature as the work they performed for the Company. Claimant and other Aggrieved Employees were explicitly prohibited from working for any entity outside of Mr. Settle's control and were prohibited from conducting any independent business activities. Claimant and other Aggrieved Employees did not maintain independent business licenses, did not have independent client bases, did not market their services independently, and did not maintain separate business locations. Claimant and other Aggrieved Employees relied entirely on the Company for leads, customers, work assignments, systems access, and compensation. Given these facts, a clear employer-employee relationship exists between the Company and Aggrieved Employees. Accordingly, the Company's misclassification of these workers as independent contractors constitutes a violation of California law.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

MISCLASSIFICATION AS EXEMPT EMPLOYEES (Labor Code § 226.8)

Claimant alleges that the Company willfully misclassified Claimant and other Aggrieved Employees as exempt employees in violation of California law. During the relevant period, the Company exempted Claimant and other Aggrieved Employees from the rights and benefits offered by the Labor Code and applicable IWC Wage Order. The Company did not compensate Claimant and other Aggrieved Employees at least twice the state minimum wage for full-time employment. Claimant and other Aggrieved

Employees also did not primarily engage in the duties to meet the exemption, including, but not limited to, regularly exercising discretion and independent judgment in the performance of their job duties.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

FAILURE TO PAY ALL MINIMUM AND/OR REGULAR WAGES DURING EMPLOYMENT
(Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

The Company has a common practice of failing to pay all minimum and/or regular wages during employment. As set forth above, the Company willfully misclassified Claimant and Aggrieved Employees depriving them of their right to timely payment of all earned wages. Claimant and other Aggrieved Employees were required to work approximately seven days per week, from about 9:00 a.m. to 8:00 p.m. (approximately 77 hours per week) and were expected to be available twenty-four hours per day, seven days a week to respond to work-related matters. Claimant and other Aggrieved Employees were subject to the Company’s control far beyond any scheduled working hours and were required to be compensated for all such time. The Company, however, did not compensate Claimant and other Aggrieved Employees for all of the time they spent engaged in work or under the control of the Company, including, but not limited to, the time they were expected to be available to respond to work-related matters. The Company also failed to pay Aggrieved Employees, such as warehouse workers, at least minimum wage. For instance, in 2024 warehouse associates for ThinkBig were to be paid \$15.00 per hour, which was less than the \$16.00 per hour state minimum wage. Additionally, the Company failed to pay all earned wages, including, but not limited to, commissions to Claimant and other Aggrieved Employees during employment. In fact, Claimant received approximately \$1,000 to \$2,000 over a seven-to-eight-month period at Sunpad despite performing his job duties and earning commissions, which resulted in compensation far below California’s minimum wage for the actual hours worked. To date, Claimant has not been paid for all earned commissions.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

FAILURE TO PAY ALL OVERTIME AND/OR DOUBLE-TIME WAGES
(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

The Company had a systematic practice of failing to pay overtime and/or double time wages during employment. As set forth above, the Company willfully misclassified Claimant and Aggrieved Employees depriving them of their right to timely payment of all overtime and/or double time wages. Claimant and other Aggrieved Employees were required to work at least 77 hours per week, 9:00 a.m. to 8:00 p.m., seven days per week, without any overtime and/or double time compensation. Claimant and other Aggrieved

Employees were also not compensated for the time they had to be readily available to respond to work related communications and tasks. For instance, Mr. Settle regularly sent communications to Claimant at midnight, 1:00 a.m., and 2:00 a.m. demanding immediate work completion, and explicitly instructing Claimant that “there’s no going to sleep, you need to finish what I need.” Similarly, other Aggrieved Employees worked overtime hours without proper compensation. For instance, warehouse workers were scheduled to work from 8:00 a.m. to 5:00 p.m. but regularly stayed past 5:00 p.m. to finish tasks, sometimes working until 8:00 p.m. or later. The Company instructed warehouse workers that they could not leave until work was finished, regardless of how long it took. The Company did not pay overtime and/or double time for work performed in excess of eight hours per day. Furthermore, bonuses and commission payments were improperly excluded from Claimant’s and other Aggrieved Employee’s regular rate of pay for purposes of calculating overtime and/or double time, resulting in systematic underpayment of overtime wages.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

FAILURE TO PAY CONTRACTUAL WAGES (Labor Code §§ 223, 225.5)

The Company has a common practice of failing to pay contractual wages during employment. The Company promised Claimant and other Aggrieved Employees that they would earn commissions on their sales, management fees, and pick and pack fees. Despite earning the commissions and other wages, the Company failed to pay Claimant and other Aggrieved Employees all earned wages as promised. The Company failed to pay the commissions despite receiving the sales payments and fees from clients. To date, Claimant has not been paid all of his earned commissions.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

FAILURE TO TIMELY PAY ALL WAGES DURING EMPLOYMENT (Labor Code § 204)

The Company has a common practice of failing to timely pay all wages during employment. The Company did not have regular paydays for Claimant and other Aggrieved Employees. The Company also did not pay Claimant and other Aggrieved Employees at least twice during each calendar month. Rather, Claimant and other Aggrieved Employees were paid whenever it best suited the Company. If they were lucky, Claimant and other Aggrieved Employees were paid once per month. For instance, while performing work for Sunpad, Claimant did not receive a single payment until about six months into his employment. Claimant would also have to remind Mr. Settle for payment for his work. Claimant would be paid, often less than he was owed, through person-to-person payments such as Zelle, Venmo, and PayPal. Claimant,

on information and belief, contends that other Aggrieved Employees were not timely paid all wages during employment.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR TIMELY PAY
PREMIUM WAGES FOR NON-COMPLIANT MEAL PERIODS**

(Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the “Meal Periods” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to provide Claimant and other Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30 minutes before the end of their fifth hour of work and a second meal period when they work more than 12 hours in a day. As set forth above, the Company willfully misclassified Claimant and Aggrieved Employees depriving them of their right to meal periods and/or premium wages. The Company has no written meal period policy and did not provide meal periods. The Company required Claimant and other Aggrieved Employees to work approximately 77 hours per week, from 9:00 a.m. to 8:00 p.m., seven days per week, and to remain available and responsive at all times. The demands of the Company made it impossible to take lawful meal periods. Consequently, Claimant and other Aggrieved Employees were entitled to receive, and did not receive, one hour of premium wages at their regular rate of pay for each day a compliant meal period was not provided.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

**FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR TIMELY PAY
PREMIUM WAGES FOR NON-COMPLIANT REST PERIODS**

(Labor Code §§ 204, 210, 226.7, 1198, and the “Rest Periods” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to authorize and permit rest periods of at least 10 minutes for every four hours worked or major fraction thereof. . As set forth above, the Company willfully misclassified Claimant and Aggrieved Employees depriving them of their right to rest periods and/or premium wages. The Company has no written rest period policy and did not authorize and permit rest periods. The Company required Claimant and other Aggrieved Employees to work approximately 77 hours per week, from 9:00 a.m. to 8:00 p.m., seven days per week, and to remain available and responsive at all times. The demands of the Company made it impossible to take lawful rest periods. Consequently, Claimant and other Aggrieved Employees were entitled to receive, and did not receive, one hour of premium wages at their regular rate of pay for each day a compliant rest period was not provided.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

**FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF
EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES**
(Labor Code §§ 201, 202, 203)

The Company has a common practice of failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties for the late payment of such wages. The Company terminated Claimant's employment on or about May 26, 2025. Despite terminating Claimant's employment, the Company did not immediately pay Claimant any wages due and owing. Claimant has not been paid any final wages to date. Claimant is owed not only unpaid wages for the final month of his employment, but all unpaid commissions. Additionally, the Company owes Claimant unpaid wages, including, but not limited to, unpaid regular, overtime, double time, and premium wages as a result of his misclassification. Furthermore, the Company failed to pay Claimant the required waiting time penalties for the willful failure to timely pay these final wages. On information and belief, the Company similarly failed to pay other former Aggrieved Employees all wages due and owing upon separation of employment and failed to pay waiting time penalties.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

FAILURE TO PROVIDE PAID SICK LEAVE
(Labor Code §§ 246, 248.5, and 1197.1)

The Company has a common practice of failing to provide paid sick leave. The Company regularly employed Claimant and other Aggrieved Employees in California for 30 or more days within a year. The Company does not have a written sick leave policy. The Company also failed to provide written notice setting forth the amount of sick leave available. The Company did not provide Claimant and other Aggrieved Employees with paid sick leave, despite employing them for 30 or more days within a year.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226, 226.3, 246(i), and the "Records" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to furnish accurate itemized wage statements. The Company failed to provide any wage statements whatsoever to Claimant and other Aggrieved Employees.

Instead, the Company paid Claimant and other Aggrieved Employees through person-to-person payments such as Zelle or PayPal without providing any documentation showing hours worked, pay rates, deductions, or other information required on wage statements. The only exception occurred when Claimant complained about needing healthcare benefits and was placed on formal payroll through ADP for two pay periods in September and October 2024, during which he received only two pay stubs. However, even these wage statements were grossly inaccurate. The statements showed only 160 hours worked per month when Claimant actually worked approximately 330 hours per month, failed to show any overtime hours despite Claimant working overtime every day, and failed to include written notice setting forth the amount of paid sick leave available. On information and belief, all other employees at the Company, including the 25 to 30 warehouse workers, operations managers, and sales staff, did not receive accurate itemized wage statements or notice of available sick leave.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS

(Labor Code §§ 1174, 1174.5, and the “Records” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to maintain accurate employment records. The Company fails to accurately document the proper beginning and end of each work period, including accurate start and end times of meal periods. The Company also failed to accurately track all sales and data necessary to calculate earned commissions. For instance, when Claimant requested access to review his payment calculations, Mr. Settle refused to provide system access and claimed the numbers were written down on a “piece of paper” rather than providing verifiable records. The Company failed to maintain accurate sales records showing the basis for commission calculations, the amounts owed, and the amounts paid. The Company also failed to accurately record the total hours worked during each pay period, the applicable rates of pay for each hour worked, and the total wages earned and paid.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Labor Code § 2802)

The Company has a common practice of failing to reimburse for all necessary expenses or losses incurred in connection with employment. The Company required Claimant and other Aggrieved Employees to incur expenses or losses in connection with the job and did not reimburse them for such expenses or losses. For instance, Claimant had to use his personal cell phone, personal electronic devices (i.e., computers, tablets), personal utilities (i.e., internet), and personal vehicle to perform his job duties without reimbursement. Claimant also incurred losses for having to fly, at the direction of the Company, from his

home in San Jose to the Company location in Irvine multiple times for work purposes without being reimbursed for the flight or ride-shares. Claimant also traveled to San Luis Obispo and Las Vegas to represent the Company, without full reimbursement for travel, lodging, and food. Additionally, Claimant purchased business equipment, including a MacBook and iPad, totaling approximately \$3,000, but the Company failed to reimburse Claimant for these expenses.

On information and belief, the Company similarly failed to reimburse other Aggrieved Employees for necessary business expenses incurred in the discharge of their job duties, including personal phone use, personal vehicle use, personal computer and equipment use, and other work-related expenses.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and all other Aggrieved Employees, and the State of California.

RETALIATION

(Labor Code §§ 98.6, 232, and 1102.5)

The Company retaliated against Claimant. Prior to Claimant's termination he had complained directly to Mr. Settle about his compensation. Specifically, Claimant questioned the amount he received as commissions. Claimant also spoke directly with co-workers about their pay to inquire whether they were having similar pay discrepancies. Claimant also discussed their poor treatment by Mr. Settle and the intolerable working conditions, such as demands to be available at all hours, being told that they had to take their laptops to the bathroom, as well as constant disparaging and sometimes racist remarks. Claimant had also been in contact with a former employee who was suing Mr. Settle due to his pay being changed unilaterally.

On May 26, 2025, during a Zoom meeting, Mr. Settle terminated Claimant's employment. Mr. Settle informed Claimant, and the others present, that Claimant was being terminated because (1) Claimant was removing his name from appearing on agreements between the Companies and clients that he personally did not agree to; and (2) Claimant was asking people and talking about pay, the working environment, and the treatment of other workers. Thus, Claimant was terminated for reporting to Mr. Settle that he was not paid all commissions and for discussing wages with others in violation of California law.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and the State of California.

FAILURE TO PROVIDE EMPLOYMENT RECORDS UPON REQUEST

(Labor Code §§ 226 (b), (c), and (f), 432, 1198.5, and the "Records" section of the Applicable IWC Wage Order)

The Company failed to provide Claimant's employment records upon request. On March 18, 2026, Claimant sent a letter requesting copies of records pertaining to his employment, including his

personnel file, documents he signed, performance and disciplinary records, time records, and wage statements in accordance with Labor Code sections 226(b) and (c) and 432. The Company failed to provide all of the requested records within 30 days of the request.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage order on behalf of himself, and the State of California.

**CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR CODE
AND IWC WAGE ORDER NO. 4-2001**

(Labor Code §§ 98.6(b)(3), 210, 225.5, 226.3, 558, 558.1, 1102.5(f), 1174.5, 1197.1, 2699(f)(2), 2699(f)(2)(A), and 2699(k)(1))

Labor Code section 98.6(b)(3) provides that an employer who violates Labor Code section 98.6 is liable for a civil penalty not exceeding \$10,000 per employee for each violation, in addition to any other remedies available.

Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation 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% of the amount unlawfully withheld, in addition to any other penalty.

Labor Code section 225.5 subjects any person who unlawfully withholds wages in violation of Labor Code sections 212, 216, 221, 222, or 223 shall be subject to: a civil penalty of \$100 for each failure to pay each employee; a civil penalty of \$200 for each subsequent violation, or any willful or intentional violation, plus 25% of the amount unlawfully withheld.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation. Labor Code section 226.3 also imposes this civil penalty for violations of Labor Code section 226(a) resulting from an employer's failure to provide employees with a wage deduction statement or failure to keep records required by this section.

Labor Code section 558(a) subjects an employer or any person acting on behalf of an employer who violates, or causes to be violated Labor Code sections 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

Labor Code section 1102.5(f)(1) states that an employer who violates Labor Code section 1102.5 is liable for a civil penalty not exceeding \$10,000 per employee for each violation in addition to other remedies available to the employee.

For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of \$500 for any willful violation.

Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code section 1198.5(k) imposes a penalty of \$750 on the employer for the employer's failure to comply with Labor Code section 1198.5(k).

For all provisions of the Labor Code except those for which a civil penalty is specifically provided Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is \$25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated,

nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by misclassifying Claimant and other Aggrieved Employees; failing to pay all minimum and/or regular wages during employment; failing to pay overtime and/or double time wages during employment; failing to pay contractual wages during employment; failing to timely pay all wage during employment; failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failing to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; failing to provide paid sick leave; failing to furnish accurate itemized wage statements; failing to maintain accurate employment records; failing to reimburse for necessary business expenses; engaging in retaliation; and failing to provide employment records upon request. As a result, the Company is liable for civil penalties under the PAGA. The Company must also be enjoined from engaging in the violations of law described herein. Claimant intends to pursue all available remedies including, but not limited to, those stated herein for the Company's violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California to the extent permitted by law.

**ATTORNEYS' FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND THE
APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 210, 218.5, 218.6, 225.5, 226(e)(1), 558, 1194, 1194.2, 1197.1, 2802, and 2699(k)(1);
Code Civ. Proc. § 1021.5)

Labor Code sections 210, 218.5, 225.5, 226(e)(1), 558, 1194, 1194.2, 1197.1, 2802, and 2699(k)(1) among others, give employees, such as Claimant, the right to recover in a civil action reasonable attorneys' fees and costs.

Under Labor Code section 2699(k)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Moreover, pursuant to Labor Code section 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the aggrieved employees.

Claimant also seeks attorneys' fees and costs under California Code of Civil Procedure section 1021.5 for any significant benefit to the aggrieved employees and/or the public as a result of this notice and/or related civil action.

Accordingly, the Company is liable for attorneys' fees and costs. Claimant has already incurred actual damages, costs, and attorney's fees, and he will continue to incur such costs as a result of the

California Labor and Workforce Development Agency
Sunpad Solar LLC
ThinkBig Products LLC
OneClick MarketFlow LLC
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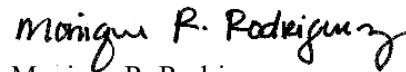


Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided under the PAGA, on behalf of himself, all other Aggrieved Employees, and the State of California to the extent permitted by California law for the violations of the Labor Code and applicable IWC Wage Order described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California. Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself, all other Aggrieved Employees, and the State of California, as permitted by the PAGA.

Sincerely,


Monique R. Rodriguez