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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

GEORGIA MINION, on behalf of herself and
all others similarly situated,

Plaintiffs,

v.

GARY D. STROMBERG, LLC, a California
limited liability company; GARY D.
STROMBERG, an individual; and DOES 1
through 10, inclusive,

Defendants.

Case No.: **26CV018488**

CLASS AND REPRESENTATIVE ACTION

COMPLAINT

- 1. FAILURE TO PROVIDE MEAL PERIODS (LABOR CODE §§ 226.7, 512; WAGE ORDER NO. 4);**
- 2. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS (LABOR CODE § 226.7; WAGE ORDER NO. 4);**
- 3. FAILURE TO REIMBURSE BUSINESS EXPENSES (LABOR CODE § 2802);**
- 4. FAILURE TO FURNISH ADEQUATE WAGE STATEMENTS (LABOR CODE § 226; WAGE ORDER NO. 4);**
- 5. FAILURE TO PROVIDE ALL WAGES DUE UPON SEPARATION (LABOR CODE §§ 201-203);**
- 6. FAILURE TO PROVIDE RECORDS PERTAINING TO EMPLOYMENT (LABOR CODE 226(c));**
- 7. FAILURE TO PROVIDE PERSONNEL RECORDS (LABOR CODE § 1198.5);**
- 8. ILLEGAL RESTRAINT FROM ENGAGING IN A LAWFUL PROFESSION, TRADE, OR BUSINESS**

(BUSINESS AND PROFESSIONS CODE
§§ 16600, 16600.1, 16600.5);

9. VIOLATION OF CALIFORNIA'S
UNFAIR BUSINESS PRACTICES ACT
(BUSINESS AND PROFESSIONS CODE
§§ 17200, *ET SEQ.*); AND

10. VIOLATIONS OF THE LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (LABOR CODE §§ 2698, *ET
SEQ.*);

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

1. Defendant GARY D. STROMBERG, LLC, a California limited liability company; Defendant GARY D. STROMBERG, an individual (Defendant STROMBERG); and DOES 1 through 10 (collectively, “Defendants”) employed GEORGIA MINION (“Plaintiff”).

2. The class period in this case is the time period from four years prior to the filing of this Complaint, to the date that the Court certifies a class or classes in this case (“Class Period”).

3. Plaintiff seeks to represent a class comprised of all Instructional Assistants/Paraeducators who have entered into an independent contractor agreement with Defendants and worked for Defendants in California at any time during the Class Period (“Class Members”).

4. Defendants run a special education contracting company, providing speech therapy, occupational therapy, physical therapy, psychology services, and special education and general education teachers whom Defendants employ to work in schools nationwide.

5. Plaintiff and Class Members perform work that is integral to Defendants’ business—providing direct special education support services to students at schools throughout California, including at Highlands High School in Sacramento County.

6. Plaintiff and Class Members do not meet the requirements of California’s ABC Test so as to be lawfully classified as independent contractors rather than employees. Furthermore, Defendants cannot prove each of the elements for any of the exceptions to California’s ABC Test.

7. Alternatively, Plaintiff and Class Members were not properly classified as independent contractors based on the factors described in *S. G. Borello & Sons, Inc. v. Dep’t of Indus. Relations* (1989) 48 Cal.3d 341.

8. Defendants’ misclassification policy has been in effect during the Class Period. Plaintiff and Class Members should have been classified as employees.

9. Plaintiff therefore challenges Defendants’ policy of willfully and unlawfully misclassifying Class Members as “independent contractors” in violation of California’s Unfair Competition Law, Business & Professions Code sections 17200, *et seq.* (the “UCL”), the California Labor Code (the “Labor Code”), and the Industrial Welfare Commission’s applicable Wage Order.

10. Plaintiff also challenges Defendants' policy of including a noncompete clause in an employment agreement, or requiring an employee to enter a noncompete agreement in California.

11. Plaintiff brings class claims under California law for damages and/or statutory penalties for premium pay for missed meal periods, premium pay for missed rest periods, unreimbursed business expenses, failure to furnish adequate wage statements, failure to pay all wages upon separation, UCL violations, including sick leave act violations, illegal restraint from engaging in a lawful profession, trade, or business, failure to produce personnel and payroll records, restitution, interest, penalties, and attorneys' fees and costs.

12. Plaintiff also brings claims under California’s Private Attorneys General Act (“PAGA”) for civil penalties for misclassification, failure to provide meal periods, failure to authorize and permit rest periods, unreimbursed business expenses, failure to furnish adequate wage statements, failure to pay all wages upon separation, failure to produce personnel and payroll records, and failure to provide paid sick leave.

II. VENUE AND JURISDICTION

13. Venue is proper in this judicial district, pursuant to California Code of Civil Procedure section 395(a). Defendants employ or have employed Plaintiff and Class Members throughout California, including in the city of North Highlands, which is located within the County of Sacramento, California. The unlawful acts alleged herein have occurred in and have a direct effect on Plaintiff and those similarly situated within the State of California and the County of Sacramento.

14. This Court has jurisdiction over this class action pursuant to Article 6, section 10 of the California Constitution and California Code of Civil Procedure section 410.10.

III. PARTIES

A. PLAINTIFF

15. Plaintiff is at all times relevant hereto a competent adult residing in the State of California.

16. Plaintiff worked for Defendants in Sacramento County pursuant to independent contractor agreements during the Class Period.

1 17. Defendants misclassified Plaintiff as an independent contractor throughout the entirety of
2 the Class Period and, as a result, Plaintiff suffered each of the damages alleged herein.

3 **B. DEFENDANTS**

4 18. Defendant GARY D. STROMBERG, LLC is a limited liability company doing business
5 in California and Sacramento County. Its headquarters are located in Los Angeles, California.

6 19. Defendant STROMBERG, an individual, is, on information and belief, an adult resident
7 of Florida. Defendant STROMBERG was, during the relevant time period, the Chief Executive Officer
8 and sole manager/member of Defendant GARY D. STROMBERG, LLC. At all times relevant herein
9 Defendant STROMBERG was Plaintiff's and Class Members' employer and governed by the Labor
10 Code and Wage Order No. 4.

11 20. Plaintiff is informed and believes that Defendant STROMBERG is also a joint employer,
12 working as a joint enterprise with Defendant GARY D. STROMBERG, LLC. Defendant STROMBERG
13 controls and is intimately involved in the day-to-day operations of Defendant GARY D. STROMBERG,
14 LLC and both determined and instituted the unlawful wage and hour violations alleged herein.

15 21. Defendant STROMBERG has also violated or caused to be violated the provisions of
16 Wage Order No. 4 regulating minimum wages and/or hours and days of work, as well as Labor Code
17 sections 203, 226, 226.7, and 2802, among others. As such, he is personally liable for the Wage Order
18 No. 4 and Labor Code violations cited herein pursuant to Labor Code section 558.1.

19 22. The true names and capacities, whether individual, corporate, associate, or otherwise, of
20 the defendants sued herein as Defendants DOES 1 through 10, inclusive, is currently unknown to
21 Plaintiff, who therefore sues those defendants by such fictitious names under Code of Civil Procedure
22 section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the defendants
23 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to
24 herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities
25 of the defendants designated hereinafter as DOES when such identities become known.

26 23. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
27 hereto, Defendants owned and operated a special education contracting company in California.
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24. At all times relevant herein, Defendants were the employers and/or joint employers of Plaintiff and Class Members within the meaning of the Labor Code and Wage Order No. 4.

25. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned each of the defendants are and were the agent, employee and/or servant of each of the remaining defendants, and in doing the things hereinafter alleged was acting within the scope of such agency, employment, and servitude, with the knowledge and consent of each of the defendants. Whenever this Complaint makes reference to a defendant, such allegations shall be deemed to mean the acts of all defendants acting individually, jointly and/or severally.

26. As employers of Plaintiff and Class Members throughout the Class Period, Defendants are liable for economic damages, including statutory penalties, owed to Plaintiff and Class Members under common law and by statute.

IV. STATEMENT OF FACTS

27. Defendants employed Instructional Assistants/Paraeducators as independent contractors during the Class Period. Defendants contract with schools throughout California to place Instructional Assistants/Paraeducators in special education support roles at school sites.

28. Defendants have misclassified Plaintiff and Class Members as independent contractors throughout the Class Period. Defendants require Plaintiff and Class Members to enter into independent contractor agreements. The independent contractor agreements promise to pay Plaintiff and Class Members a flat, contracted rate of pay, paid on a weekly basis.

29. Plaintiff began working for Defendants as a Paraeducator on or about September 30, 2022. Throughout Plaintiff's employment, Defendants assigned her to work at Highlands High School located in Sacramento County. Defendants required Plaintiff to enter into separate independent contractor agreements at the beginning of each school year. Each of the independent contract agreements ended at the end of the given school year. Plaintiff's latest independent contract agreement ended on the last day of the 2025–2026 school year.

1 30. Plaintiff worked for Defendants Monday through Friday from approximately 8:00 a.m. to
2 approximately 3:30 p.m. Plaintiff generally worked a half-day on Wednesdays from approximately 8:00
3 a.m. to approximately 1:30 p.m.

4 31. Plaintiff's work consisted primarily of providing one-on-one support to students. She had
5 to remain with her assigned student unless someone relieved her.

6 32. Upon information and belief, Defendants hire Class Members in a substantially similar
7 fashion and Class Members completed substantially similar work.

8 33. Plaintiff and Class Members are integral to Defendants' business, providing direct
9 support services to students at schools.

10 34. Plaintiff and Class Members worked under the control and direction of Defendants. For
11 example, Defendants hired and fired Plaintiff and Class Members, directed their job duties, set their
12 schedule, and required them to abide by Defendants' various policies.

13 35. Plaintiff and Class Members had no opportunity to negotiate the terms of their
14 employment and had no control over their schedule. Defendants assigned them to work at a site, and/or
15 prescribed their job duties.

16 36. Plaintiff and Class Members do not operate independent businesses. They do not set their
17 own rates, solicit their own clients, or perform services for anyone other than Defendants during their
18 working hours.

19 37. During the Class Period, Defendant also included a noncompete clause in Plaintiff and
20 Class Members' contracts, and/or required them to enter into a noncompete agreement with Defendants.
21 Defendants required Plaintiff and Class Members to sign non-compete agreements that prevented them
22 from working for other employers, including directly for the school to which Defendants assigned them.
23 The non-compete agreements required Plaintiff and Class Members to pay \$10,000 to Defendants if they
24 violated the non-compete provision.

25 38. During the Class Period, Plaintiff and Class Members frequently worked shifts that were
26 longer than five hours in length.
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1 39. Defendants did not provide Plaintiff and Class Members with meal periods or authorize
2 and permit them to take rest periods as required by California law. Nor did Defendants pay Plaintiff and
3 Class Members premium pay for missed meal and rest periods.

4 40. Defendants required Plaintiff and Class Members to use their personal cell phones for
5 work-related purposes, such as for clocking in and out. Defendants did not reimburse Plaintiff or Class
6 Members for these business expenses.

7 41. Defendants did not provide Plaintiff and Class Members with any wage statements that
8 included their total hours worked, the applicable hourly rates, or the pay period dates.

9 42. Defendants failed to timely pay wages owed to Plaintiff and Class Members who left
10 Defendants' employ or who were terminated.

11 43. Defendants also did not provide Plaintiff and Class Members with paid sick leave.

12 44. Plaintiff requested her personnel and payroll records from Defendants on or about April
13 6, 2026. Defendants failed to timely respond to Plaintiff's request.

14 45. The potential for individual recovery in this case is relatively modest for many Class
15 Members. As a result, most Class Members are unlikely to proceed against Defendants on an individual
16 basis.

17 **V. CLASS ACTION ALLEGATIONS**

18 46. Plaintiff brings this action on behalf of herself and all other similarly situated individuals
19 as a class action pursuant to California Code of Civil Procedure section 382.

20 47. Plaintiff is informed and believes, and on that basis alleges, that Defendants knowingly
21 and intentionally misclassified Plaintiff and Class Members as independent contractors to avoid the
22 requirements of employers under the California Labor Code and the applicable Wage Order.

23 48. At all times mentioned herein, the common policies and practices of Defendants were a
24 direct cause of Defendants' failure to comply with California's wage and hour laws, as set forth more
25 fully within.

1 49. Defendants had a consistent policy and/or practice of failing to provide Plaintiff and
2 Class Members with proper meal periods and of failing to pay them premium pay for missed meal
3 periods.

4 50. Defendants had a consistent policy and/or practice of failing to authorize and permit
5 Plaintiff and Class Members to take proper rest periods and of failing to pay them premium pay for
6 missed rest periods.

7 51. Defendants had a consistent policy and/or practice of requiring Plaintiff and Class
8 Members to use their own equipment, including personal cell phones to discharge their duties to
9 Defendants. Defendants failed to properly reimburse Plaintiffs and Class Members for business
10 expenses.

11 52. Defendants had a consistent policy and/or practice of willfully failing to provide Plaintiff
12 and Class Members with timely and adequate itemized employee wage statements.

13 53. Defendants had a consistent policy and/or practice of willfully failing to timely pay
14 wages owed to Plaintiffs and Class Members who left Defendants' employ or who were terminated.

15 54. Defendants had a consistent policy of a noncompete clause in Plaintiff and Class
16 Members' contracts, and/or required them to enter into a noncompete agreement with Defendants.

17 55. Defendants are and were aware that Plaintiff and Class Members were not provided
18 compliant meal and rest periods and were not reimbursed for necessary business expenses. Defendants'
19 violations were therefore willful and deliberate.

20 56. Defendants are and were aware that Plaintiffs and Class Members were not provided
21 meal and authorized and permitted to take rest periods. Defendants' denial of wages and other
22 compensation due to Plaintiffs and Class Members was therefore willful and deliberate.

23 57. Defendants, by failing to lawfully pay and provide Plaintiff and Class Members all
24 compensation and benefits they are owed, including sick leave, engaged in false, unfair, fraudulent, and
25 deceptive business practices within the meaning of the California Business and Professions Code
26 sections 17200, *et seq.*

27 58. Plaintiff therefore seeks to represent a Class composed of and defined as follows:
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1 All Instructional Assistants/Paraeducators who have entered into an independent contractor
2 agreement with Defendants and worked for Defendants in California at any time during the
3 Class Period (“Class Members”).

4 59. Plaintiff reserves the right under California Code of Civil Procedure sections 472 and 382
5 to amend or modify the Class definitions set forth above with greater specificity or further division into
6 subclasses or limitation to particular issues.

7 60. This action has been brought and may properly be maintained as a class action under the
8 provisions of California Code of Civil Procedure section 382.

9 61. Ascertainability and Numerosity: The potential members of the Class as defined are so
10 numerous that joinder of all their members is impracticable. While the precise number of Class
11 Members has not been determined, Plaintiff is informed and believes that Defendants have contracted
12 with more than 200 Class Members throughout California during the Class Period.

13 62. Upon information and belief, Defendants’ records will provide information as to the
14 number and location of all Class Members. Joinder of all members of the proposed Class is not
15 practicable.

16 63. Commonality: There are questions of law and fact common to Plaintiff and Class
17 Members that predominate over any questions affecting only individual Class Members. These common
18 questions of law and fact include, without limitation:

- 19 i. Whether Class Members have been misclassified as independent contractors as opposed
20 to employees;
- 21 ii. Whether Defendants failed to provide Class Members compliant meal periods;
- 22 iii. Whether Defendants failed to authorize, permit, and/or provide compliant rest periods to
23 Class Members;
- 24 iv. Whether Defendants failed to reimburse Class Members for necessary business expenses
25 they incurred;
- 26 v. Whether Defendants failed to provide adequate wage statements to Class Members;
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- 1 vi. Whether Defendants failed to timely pay all wages owed to Class Members all wages at
2 the time of separation; Whether Defendants failed to provide records pertaining to
3 employment and/or failed to provide personnel records;
- 4 vii. Whether Defendants included a noncompete clause in Plaintiff and Class Members’
5 contracts, and/or required them to enter into a noncompete agreement with Defendants;
- 6 viii. Whether Defendant’s unlawful conduct, including its failure to provide sick leave to
7 Class and Subclass Members in violation of Labor Code §§ 246, 246.5 and 247.5
8 constitute an unlawful, unfair, and/or fraudulent business practice under Business and
9 Professions Code § 17200, et seq.
- 10 ix. Other questions of law and fact.

11 64. Typicality: Plaintiff’s claims are typical of the claims of the proposed Class that she seeks
12 to represent. Plaintiff and all members of the proposed Class sustained injuries and damages arising out
13 of and caused by Defendants’ common course of conduct in violation of laws and regulations that have
14 the force and effect of law and statutes as alleged. Plaintiff was subjected to the same uniform policies
15 and/or practices complained of herein that affected all Class Members.

16 65. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the
17 interests of the members of the Class. Plaintiff is ready and willing to take the time necessary to help
18 litigate this case. Plaintiff has no conflicts that will prevent her from fairly and adequately representing
19 and protecting the interests of the members of the Class.

20 66. Counsel who represents Plaintiff are competent and experienced in litigating large
21 employment class actions. Hunter Pyle, Katie Fiester, Tanya Tambling of Hunter Pyle Law, PC, are
22 California lawyers in good standing and experienced in litigating wage and hour class actions such as
23 this. Hunter Pyle Law, PC has the resources to litigate this case thoroughly and to take this case to trial
24 and judgment if necessary.

25 67. Superiority of Class Action: A class action is superior to other available means for the
26 fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not
27 practicable, and questions of law and fact common to the Class predominate over any questions
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1 affecting only individual members. Each member of the Class has been damaged and is entitled to
2 recovery by reason of Defendants' illegal policies and/or practices described herein. Class action
3 treatment will allow those similarly situated persons to litigate their claims in the manner that is most
4 efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties
5 that are likely to be encountered in the management of this action that would preclude its maintenance as
6 a class action.

7 **VI. CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION** 9 **Failure to Provide Meal Periods** 10 **[Labor Code §§ 226.7, 512]** 11 **(Against All Defendants)**

12 68. The allegations of each of the preceding paragraphs are realleged and incorporated herein
13 by reference, and Plaintiff alleges as follows a cause of action on behalf of herself and the above-
14 described Class.

15 69. At all times during their employment with Defendants, Plaintiff and Class Members
16 should have been hourly paid non-exempt employees under California law, but were misclassified as
17 independent contractors.

18 70. Throughout the Class Period, California Labor Code sections 226.7 and 512, and Wage
19 Order No. 4 required Defendants to provide employees who worked in excess of five (5) hours a day at
20 least a thirty (30) minute meal period in which they were relieved of all duties, and to pay one (1) hour
21 of additional pay at the regular rate of compensation for each workday that the proper meal periods were
22 not provided.

23 71. Plaintiff and Class Members have regularly worked in excess of five (5) hours a day
24 without being provided at least a thirty (30) minute meal period in which they were relieved of all
25 duties, as required by Labor Code sections 226.7 and 512, and Wage Order No. 4.

26 72. Because Defendants failed to provide meal periods, Defendants are liable to Plaintiff and
27 other Class Members for one (1) hour of additional pay at the regular rate of compensation for each
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workday that the proper meal periods were not lawfully provided, pursuant to Labor Code section 226.7(b) and Wage Order No. 4.

73. By violating Labor Code sections 226.7 and 512 and Wage Order No. 4, section 11, Defendants are also liable for interest under California Civil Code section 3287, and attorneys' fees pursuant to Labor Code § 218.5.

74. Defendant STROMBERG is individually liable for this cause of action pursuant to Labor Code section 558.1, among other statutes, because he is an owner, director, officer, and/or managing agent of Defendant GARY D. STROMBERG, LLC.

75. As a direct and proximate result of Defendants' conduct, Plaintiff and Class Members have suffered damages according to proof.

WHEREFORE, Plaintiff, on behalf of herself and the Class, requests relief as hereinafter provided.

SECOND CAUSE OF ACTION
Failure to Authorize and Permit Rest Breaks
[Labor Code § 226.7]
(Against All Defendants)

76. The allegations of each of the preceding paragraphs are realleged and incorporated herein by reference, and Plaintiff alleges as follows a cause of action on behalf of herself and the above-described Class.

77. At all times during their employment with Defendants, Plaintiff and Class Members should have been hourly paid non-exempt employees under California law, but were misclassified as independent contractors.

78. Plaintiff and other Class Members have regularly worked in excess of three and one-half (3½) hours a day without being permitted to take at least a ten (10) minute rest period for every four (4) hours worked, or major fraction thereof, as required by Wage Order No. 4, and Labor Code section 226.7.

79. Because Defendants failed to permit proper rest periods, Defendants are liable to Plaintiff and other Class Members for one hour of additional pay at the regular rate of compensation for each

workday that the proper rest periods were not authorized, pursuant to Labor Code section 226.7(b) and Wage Order No. 4.

80. By violating Labor Code § 226.7 and Wage Order No. 4, section 12, Defendants are also liable for interest under California Civil Code section 3287, and attorneys' fees pursuant to Labor Code section 218.5.

81. Defendant STROMBERG is individually liable for this cause of action pursuant to Labor Code section 558.1, among other statutes, because he is an owner, director, officer, and/or managing agent of Defendant GARY D. STROMBERG, LLC.

82. As a direct and proximate result of Defendants' conduct, Plaintiff and Class Members have suffered damages according to proof.

WHEREFORE, Plaintiff, on behalf of herself and the Class, requests relief as hereinafter provided.

THIRD CAUSE OF ACTION

Failure to Reimburse Business Reimburse Business Expenses

[Labor Code § 2802]

(Against All Defendants)

83. The allegations of each of the preceding paragraphs are realleged and incorporated herein by reference, and Plaintiff alleges as follows a cause of action on behalf of herself and the above-described Class.

84. At all times during their employment with Defendants, Plaintiff and Class Members should have been hourly paid non-exempt employees under California law, but were misclassified as independent contractors.

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

86. Labor Code section 2802(b) states that "[a]ll awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate as

1 judgments in civil actions. Interest shall accrue from the date on which the employee incurred the
2 necessary expenditure or loss.”

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

6 88. Defendants did not reimburse Plaintiff and Class Members for necessary expenditures,
7 including but not limited to the cost of personal cell phone use.

8 89. As a direct and proximate result of Defendants’ willful failure to reimburse Plaintiff and
9 Class Members, they have been injured in an amount to be proven at trial.

10 90. Plaintiff is entitled to recover reimbursement for these necessary expenditures, on behalf
11 of Class Members and to recover costs, interest, and attorneys’ fees, as permitted under California law.

12 91. Defendant STROMBERG is individually liable for this cause of action pursuant to Labor
13 Code section 558.1, among other statutes, because he is an owner, director, officer, and/or managing
14 agent of Defendant GARY D. STROMBERG, LLC.

15 92. As a direct and proximate result of Defendants’ conduct, Plaintiff and Class Members
16 have suffered damages according to proof.

17 WHEREFORE, Plaintiff, on behalf of herself and the Class, requests relief as hereinafter
18 provided.

19 **FOURTH CAUSE OF ACTION**
20 **Failure to Furnish Adequate Wage Statements**
21 **[Cal. Labor Code § 226]**
22 **(Against All Defendants)**

23 93. The allegations of each of the preceding paragraphs are realleged and incorporated herein
24 by reference, and Plaintiff alleges as follows a cause of action on behalf of herself and the above-
25 described Class.

26 94. Defendants knowingly and intentionally failed to provide Plaintiff and Class Members
27 with timely and accurate wage statements as required by Labor Code sections 226(a).

28 95. Plaintiff and Class Members suffered injuries as a result of Defendants’ knowing and
intentional violation of Labor Code section 226(a), thereby entitling Plaintiff to recover on behalf of

1 Class Members the greater of all actual damages or statutory penalties, plus an award of costs and
2 reasonable, attorneys' fees, pursuant to Labor Code section 226(e).

3 96. Defendant STROMBERG is individually liable for this cause of action pursuant to Labor
4 Code section 558.1, among other statutes, because he is an owner, director, officer, and/or managing
5 agent of Defendant GARY D. STROMBERG, LLC.

6 97. As a direct and proximate result of Defendants' conduct, Plaintiff and Class Members
7 have suffered damages according to proof.

8 WHEREFORE, Plaintiff, on behalf of herself and the Class, requests relief as hereinafter
9 provided.

10 **FIFTH CAUSE OF ACTION**
11 **Waiting Time Penalties**
12 **[Labor Code §§ 201 through 203]**
13 **(Against All Defendants)**

14 98. The allegations of each of the preceding paragraphs are realleged and incorporated herein
15 by reference, and Plaintiff alleges as follows a cause of action on behalf of herself and the above-
16 described Class.

17 99. Labor Code section 201 requires an employer who discharges an employee to pay all
18 compensation due and owing to said employee immediately upon discharge. Labor Code section 202
19 requires an employer to promptly pay compensation due and owing to said employee within seventy-two
20 hours of that employee's termination of employment by resignation. Labor Code section 203 provides
21 that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as
22 required under sections 201 and 202, then the employer is liable for waiting time penalties in the form of
23 continued compensation for up to 30 days.

24 100. Plaintiff Georgia Minion's last day of employment was the end of the 2025-2026 school
25 year. At the time of filing this complaint, Plaintiff has yet to receive all wages earned.

26 101. Many Class Members are also no longer employed by Defendants. They were either fired
27 or quit Defendants' employ. Defendants did not timely pay all wages owed at the time of their
28 termination.

1 102. Defendants willfully failed and refused, and continues to fail and refuse, to timely pay
2 compensation and wages as set forth above-including but not limited to Defendants' failure to properly
3 pay Plaintiff and Class Members wages for non-compliant meal periods and rest breaks, to Plaintiff and
4 Class Members who are no longer employed by Defendants as required by Labor Code sections 201-
5 202. As a result, Defendants are liable to Plaintiff and Class Members who are no longer employed by
6 Defendants for waiting time penalties.

7 103. Defendant STROMBERG is individually liable for this cause of action pursuant to Labor
8 Code section 558.1, among other statutes, because he is the owner, director, officer, and/or managing
9 agent of Defendant GARY D. STROMBERG, LLC.

10 104. As a direct and proximate result of Defendants' conduct, Plaintiff and Class Members
11 have suffered damages according to proof.

12 WHEREFORE, Plaintiff, on behalf of herself and the Class, requests relief as hereinafter
13 provided.

14 **SIXTH CAUSE OF ACTION**
15 **Failure to Provide Personnel Records**
16 **[Labor Code § 1198.5]**
17 **(Against All Defendants)**

18 105. The allegations of each of the preceding paragraphs are realleged and incorporated herein
19 by reference, and Plaintiff alleges as follows a cause of action on behalf of herself and the above-
20 described Class.

21 106. California Labor Code section 1198.5(b) requires an employer to "make the contents of
22 those personnel records available for inspection to the current or former employee, or his or her
23 representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from
24 the date the employer receives a written request, unless the current or former employee, or his or her
25 representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the
26 records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the
27 written request."
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107. Plaintiff requested her personnel records on or about April 6, 2026. More than 30 days have passed since Plaintiff's written request for his personnel records. Defendants continue to deny Plaintiff the right to inspect a copy of her personnel records.

108. Defendants have therefore failed to comply with Labor Code section 1198.5 and have refused to produce documents covered by Labor Code section 1198.5.

109. Plaintiff and Class Members have been damaged because of Defendants' failure to comply with the requirements of Labor Code section 1198.5.

110. As a proximate result of Defendants' violation of Labor Code section 1198.5, Plaintiff and Class Members have been required to retain legal counsel, and have incurred costs and expenses to exercise and enforce their statutory rights.

111. Labor Code section 1198.5(l) provides that a “current or former employee may also bring an action for injunctive relief to obtain compliance with this section and may recover costs and reasonable attorneys’ fees in such an action.” Plaintiff herein brings such an injunctive relief cause of action and requests an order awarding attorneys’ fees.

112. Plaintiff, on behalf of herself and the above-described Class, also requests a penalty be assessed against Defendants in the sum of \$750.00 pursuant to Labor Code section 1198.5(k) per violation and other relief and judgment as set forth below.

SEVENTH CAUSE OF ACTION
Failure to Provide Records Pertaining to Employment
[Labor Code § 226(c)]
(Against All Defendants)

113. The allegations of each of the preceding paragraphs are realleged and incorporated herein by reference, and Plaintiff alleges as follows a cause of action on behalf of herself and the above-described Class.

114. California Labor Code section 226(b) requires an employer to “afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer.” Cal. Lab. Code § 226(b).

1 115. Section 226(c) requires “an employer who receives a written or oral request to inspect or
2 receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall
3 comply with the request as soon as practicable, but no later than 21 calendar days from the date of the
4 request.” Cal. Lab. Code § 226(c).

5 116. Defendants were required to keep a copy of Plaintiff’s and Class Members’ wage
6 statements for at least three years, as specified in Labor Code section 226(a) and as such was required to
7 afford Plaintiff and Class Members with the right to inspect or receive a copy of records pertaining to
8 their employment upon reasonable request.

9 117. Plaintiff made a reasonable request to inspect or receive a copy of records pertaining to
10 her employment in writing on or about April 6, 2026.

11 118. More than 21 days have passed since that request, and Defendants continue to deny
12 Plaintiff the right to inspect a copy of records pertaining to her employment.

13 119. Defendants have failed to comply with Labor Code section 226(c) and have refused to
14 produce documents covered by Labor Code section 226(a).

15 120. Plaintiff and Class Members have been deprived of those documents to which they have a
16 legal right and Plaintiff and Class Members has been damaged as a result of Defendants’ refusal to
17 comply with the requirements of Labor Code section 226(c) in the form of attorney’s fees.

18 121. As a proximate result of Defendants’ violation of Labor Code section 226, Plaintiff and
19 Class Members have been required to retain legal counsel, and have incurred costs and expenses to
20 exercise and enforce his statutory rights.

21 122. Labor Code section 226(h) provides that an employee may “bring an action for injunctive
22 relief to ensure compliance with this section, and is entitled to an award of costs and reasonable
23 attorney’s fees.” Plaintiff herein brings such an injunctive relief cause of action and requests an order
24 awarding attorney’s fees.

25 123. Defendant STROMBERG is individually liable for this cause of action pursuant to Labor
26 Code section 558.1, among other statutes, because he is the owner, director, officer, and/or managing
27 agent of Defendant GARY D. STROMBERG, LLC.
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124. Plaintiff, on behalf of herself and the above-described Class, also requests a penalty be assessed against Defendants in the sum of \$750.00 pursuant to Labor Code section 226(f) per violation other relief and judgment as set forth below.

EIGHTH CAUSE OF ACTION
Illegal Restraint From Engaging in a Lawful Profession, Trade, or Business
[Cal. Business & Professions Code § 16600, et seq.]
(Against All Defendants)

125. The allegations of each of the preceding paragraphs are realleged and incorporated herein by reference, and Plaintiff alleges as follows a cause of action on behalf of herself and the above-described Class.

126. Defendant unlawfully included, maintained, and/or attempted to enforce restrictive covenants in employment agreements that are void and unenforceable under California Business and Professions Code sections 16600, 16600.1, and 16600.5.

127. During the Class Period, Plaintiff and Class Members were presented with and/or were required to sign non-competition agreements with Defendants that restrained the engagement in a lawful profession, trade, or business of any kind. For example, an agreement which was presented to Plaintiff provides, in relevant part the following:

“Status of Associate: Associate is an independent contractor for the Contractor and is not in any way deemed an employee of the Contractor. The Associate will not solicit or accept direct business the assigned school district or work for any other company in the assigned district, during the term of this agreement (the 2024-25 school year), and for 12 months following any termination of this agreement. In that event a lump sum of \$10,000 is payable to the Contractor from the Associate.”

128. Such conduct is an unlawful restraint of lawful profession, trade, or business in violation of California Business and Professions Code §16600. Such conduct furthermore is not conduct that is permitted under one of the limited exceptions to California Business and Professions Code §16600, et seq. Specifically, California Business and Professions Code §16600 states “[e]xcept as provided in this chapter, every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void.” Any contract restraining anyone from engaging in a lawful

profession, trade, or business of any kind – a non-compete agreement and a non-solicitation agreement – is against public policy if the contract does not fall within one of the limited exceptions in California Business and Professions Code §16600.

129. As a direct and proximate result of Defendants’ conduct, Plaintiff and Class Members have suffered damages according to proof.

WHEREFORE, Plaintiff, on behalf of herself and the Class, requests relief as hereinafter provided.

NINTH CAUSE OF ACTION
Unfair, Unlawful, or Fraudulent Business Practices
[Cal. Business & Professions Code § 17200, et seq.]
(Against All Defendants)

130. The allegations of each of the preceding paragraphs are realleged and incorporated herein by reference, and Plaintiff alleges as follows a cause of action on behalf of herself and the above-described Class.

131. Defendants are “person[s]” as defined by California Business & Professions Code section 17201, as they are people, an LLC, or a corporation.

132. California Business and Professions Code section 17200, *et seq.*, (the “UCL”) prohibits unfair competition, including but not limited to any unlawful, unfair, or fraudulent business practices.

133. Labor Code section 90.5(a) provides that it is the public policy of the state of California to vigorously enforce labor standards in order to ensure that employees are not required to work under substandard unlawful conditions, and to protect employers who comply with the law from those (such as Defendants) who attempt to gain a competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

134. Pursuant to Business and Professions Code section 17203, this Court may order Defendants to pay the full amount wrongfully withheld.

135. Plaintiff’s success in this action on behalf of Class Members will enforce important rights affecting the public interest and therefore Plaintiff sues both individually and on behalf of the public.

136. Defendants’ policies and practices, as set forth above, violated the UCL. Defendants’ practices described in this Complaint are unlawful. Defendants’ practices are also unfair, in that they are

1 unethical, unscrupulous, and substantially injurious to consumers such as Plaintiff and Class Members
2 and members of the general public to the extent that the harm caused outweighs any extant utility.

3 137. Plaintiff and Class Members are entitled to equitable restitution of monies due and owed
4 as a result of Defendants' unlawful and unfair conduct (including interest thereon), and to injunctive
5 relief, as well as all other equitable relief required to remedy Defendants' unlawful and unfair conduct.

6 138. Defendant also acted unlawfully and unfairly by violating the Healthy Workplaces,
7 Healthy Families Act of 2014 ("HWHF Act"), under which any employee who work in California for
8 the same employer for 30 or more days within a year of commencement of employment is entitled to
9 paid sick days as specified at Labor Code sections 246-246.5.

10 139. The HWHF Act further requires, at Labor Code section 247.5, that every employer
11 maintain records of hours worked and paid sick leave accrued and used by its employees, and provide
12 such information to its employees on itemized wage statements each time wages are paid, and not less
13 than twice per month. Defendant failed to provide this information.

14 140. Labor Code section 248.5(e) provides available relief for violations shall include the
15 payment of liquidated damages for each employee in the amount of \$50 for each day that the
16 employee's rights under HWHF was violated. As a consequence of Defendant's violations of the HWHF
17 Act, Defendant is liable for liquidated damages payable to Plaintiff and Class and Subclass Members.

18 141. Defendant unlawfully included, maintained, and/or attempted to enforce restrictive
19 covenants in employment agreements that are void and unenforceable under California Business and
20 Professions Code sections 16600, 16600.1, and 16600.5.

21 142. During the Class Period, Plaintiff and Class Members were presented with and/or were
22 required to sign non-competition agreements with Defendants that restrained the engagement in a lawful
23 profession, trade, or business of any kind.

24 143. The unlawful and unfair business practices engaged in by Defendants present a
25 continuing threat to the public, in that consumers throughout California have suffered and continue to
26 suffer harm, including unpaid wages due. Defendants have been unjustly enriched as a result of their
27 conduct. Plaintiff, Class Members, and members of the general public have no other adequate legal
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1 remedy in the absence of equitable relief from the Court. Defendants are likely to continue to injure
2 consumers, reap unjust enrichment, and harm the public interest if their conduct is not halted; thereby
3 engendering a multiplicity of judicial proceedings. Pursuant to California Code of Civil Procedure §
4 1021.5, Plaintiff's enforcement of important rights on behalf of Class Members affecting the public
5 interest through this action entitles Plaintiff to an award of attorneys' fees, and, in the interest of justice,
6 such fees should not be paid out of Plaintiff's recovery.

7 144. Plaintiff requests that this Court issue a preliminary and permanent injunction prohibiting
8 Defendants from engaging in the practices described above and prohibiting Defendants from violating
9 the California Labor Code and Wage Orders now and in the future.

10 145. As a direct and proximate result of Defendants' conduct, Plaintiff and Class Members
11 have suffered damages according to proof.

12 WHEREFORE, Plaintiff, on behalf of herself and the Class, requests relief as hereinafter
13 provided.

14 **TENTH CAUSE OF ACTION**
15 **Civil Penalties Under the Private Attorneys General Act**
16 **Against All Defendants**
17 **[Labor Code § 2698, *et seq.*]**
18 **(Against All Defendants)**

19 146. The allegations of each of the preceding paragraphs are realleged and incorporated herein
20 by reference, and Plaintiff alleges as follows a cause of action on behalf of herself and all other
21 aggrieved employees.

22 147. Per Labor Code section 2699.3(a), on May 1, 2026, Plaintiff gave notice by electronic
23 filing and certified mail to Defendants, and the Labor and Workforce Development Agency ("LWDA")
24 of the factual and legal basis for the labor law violations alleged in this complaint. The LWDA has not
25 provided notice per Labor Code section 2699.3(a)(2)(A), and sixty-five calendar days have passed since
26 the postmark date of Plaintiff's notice. Therefore, Plaintiff is entitled to commence a civil action under
27 Labor Code section 2699.

28 148. Labor Code section 2699(f) provides: "For all provisions of this code except those for
which a civil penalty is specifically provided, there is established a civil penalty for a violation of these

1 provisions, as follows: . . . If, at the time of the alleged violation, the person employs one or more
2 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period
3 for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
4 each subsequent violation.”

5 149. Labor Code section 2699(g)(1) provides: “[A]n aggrieved employee may recover the
6 civil penalty described in subdivision (f) in a civil action . . . filed on behalf of himself or herself and
7 other current or former employees against whom one or more of the alleged violations was committed.
8 Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and
9 costs.”

10 150. Plaintiff is an aggrieved employee as defined by Labor Code section 2699(a).

11 151. Plaintiff’s cause of action under Labor Code section 2698 *et seq.* is based on the
12 following allegations:

- 13 a. Violations of Labor Code section 558 for failing to pay wages due, including those for
14 missed meal and rest periods, as required by Labor Code sections 226.7 and 512.
15 Defendants do not permit Plaintiff and other aggrieved employees to take lawful off-duty
16 meal periods and does not pay one additional hour of pay at their regular rate of
17 compensation for each missed meal period. Defendants also do not authorize and permit
18 Plaintiff and other aggrieved employees to take lawful rest periods. Nor do Defendants
19 pay one additional hour of pay at their regular rate of compensation for each missed rest
20 period.
- 21 b. Violations of Labor Code section 2802, which requires employers to indemnify
22 employees for all work-related expenditures. Defendants do not indemnify Plaintiff and
23 other aggrieved employees for business-related expenses they incur in the discharge of
24 their work duties, including the use of personal cell phones.
- 25 c. Violations of Labor Code section 226, which requires employers to provide specific
26 information on employees’ itemized wage statements. Defendants do not provide any
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wage statements to Plaintiff and aggrieved employees that include for example their total hours worked, the applicable hourly rates, or the pay period dates.

- d. Violations of Labor Code section 226.3, based on Defendants' failure to provide Plaintiff and other aggrieved employees with the itemized wage statements required by Labor Code section 226.
- e. Violations of Labor Code sections 201 through 203, which require the timely payment of wages. Defendants have not timely paid those aggrieved employees who are no longer employed by Defendants all wages owed and due after termination of employment, including all meal and rest period premiums due.
- f. Violations of Labor Code sections 204 and 210, based on Defendants' failure to pay Plaintiff and other aggrieved employees all wages owed on their regular pay day.
- g. Violations of Labor Code section 226.8, based on Defendants' pattern or practice of willfully misclassifying aggrieved employees as independent contractors.
- h. Violations of Labor Code sections 245 through 249, based on Defendants' failure to provide paid sick leave or notice of such paid sick leave.

152. Defendant STROMBERG is individually liable for this cause of action pursuant to Labor Code section 558, among other statutes, because he is an employer and/or a person acting on behalf of Defendant GARY D. STROMBERG, LLC.

153. Pursuant to California Labor Code sections 558(a) and 1197.1(a), Defendant STROMBERG is individually liable for this cause of action because he is an employer and/or a person acting on behalf of Defendant GARY D. STROMBERG, LLC and an 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. Furthermore, Defendant STROMBERG had and has oversight over Defendant GARY D. STROMBERG, LLC's operations and is responsible for the corporate policies challenged herein that resulted in Labor Code violations.

154. Plaintiff, on behalf of herself and other aggrieved employees, request civil penalties against Defendants for violations of the Labor Code, as provided under Labor Code section 2699(f), plus reasonable attorneys' fees and costs, as provided under Labor Code section 2699(g)(1), in amounts to be proven at trial.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, the Putative Class, and all other Aggrieved Employees, request relief as follows:

- a. Certification of the above-described Class as a class action, pursuant to Code of Civil Procedure section 382;
- b. Certification of the above-described Class as a representative class under Business and Professions Code section 17200;
- c. Provision of Class Notice to all Class Members;
- d. A declaratory judgment that Defendants have knowingly and intentionally violated Business and Professions Code sections 17200–17208, by the conduct set forth above.
- e. A declaratory judgment that Defendants’ violations as described above were willful;
- f. An equitable accounting to identify, locate, and restore to all current and former Class Members the wages that are due;
- g. An award to Plaintiff and the Class Members of damages in the amount of meal and rest period premium pay, including interest thereon, subject to proof at trial;
- h. An award to Plaintiff and the Class Members for business expense reimbursements incurred;
- i. An award to Plaintiff and the Class Members of statutory penalties, subject to proof at trial;
- j. An award to Plaintiff and the Class Members of compensatory damages with interest thereon, subject to proof at trial;
- k. An award to Plaintiff and the Class Members of economic damages with interest thereon, subject to proof at trial;

- 1 a. An award of injunctive relief under California Labor Code sections 226(h) and 1198.5(l);
2 b. For all available relief under Labor Code § 248.5;
3 l. An award of civil penalties, injunctive relief, actual damages, attorneys' fees, and costs
4 under Business and Professions Code section 16600.5;
5 m. An award of civil penalties under Labor Code section 2698, *et seq.*;
6 n. An order requiring Defendants to pay restitution of all amounts owed to Plaintiff and the
7 Class Members for Defendants' failure to pay legally required meal and rest period pay,
8 and sick pay, and interest thereon, in an amount according to proof, pursuant to Business
9 & Professions Code section 17203;
10 o. An award to Plaintiff and the Class Members of reasonable attorneys' fees and costs,
11 pursuant to Code of Civil Procedure section 1021.5 and Labor Code sections 218.5,
12 218.6, 226(e), (h), 226.7, 248.5, 512, 558, 1198.5(l), 2802, 2699, Business and
13 Professions Code section 16600.5, and/or other applicable law;
14 p. An award of all interest accrued; and
15 q. An award to Plaintiff, the Class Members and other aggrieved employees of such other
16 and further relief as this Court deems just and proper.
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18 DATED: July 30, 2026

HUNTER PYLE LAW, PC

19
20 By: Katie Fiester
21 Tanya Tambling
Katie Fiester

22 Attorneys for Plaintiff, Aggrieved Employees,
23 and the Putative Class
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DATED: July 30, 2026

By: Katie Fiester
Tanya Tambling
Katie Fiester

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MINION v. GARY D. STROMBERG, LLC, et al.
COMPLAINT AND JURY DEMAND