

May 28, 2026

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

Private Attorneys General Act
California Labor and Workforce Development Agency
PAGAfiling@dir.ca.gov

VIA CERTIFIED MAIL TO:

(by certified mail to First Bank as follows)

First Bank
11901 Olive Blvd.,
Creve Coeur, MO 63141
Certified Mail Tracking Number: 9414 8111 0549 5810 9952 08

C T Corporation System
Agent for Service of Process for First Bank
330 N Brand Blvd, Ste 700
Glendale, CA 91203
Certified Mail Tracking Number: 9414 8111 0549 5810 9958 33

**Re: PAGA Notice Letter to LWDA
 Labor Code § 2698, *et seq.* Private Attorneys' General Act Claim
 *Hamidreza Mozafari v. First Bank***

To: PAGA Administrator, California Labor and Workforce Development Agency, and
 the Employer

This office represents the Employee Hamidreza Mozafari (hereinafter "Employee" or "Plaintiff") and other similarly aggrieved employees employed as non-exempt employees by First Bank (hereinafter "Employer" or "Defendant") at its facilities and locations in California during the relevant period (collectively "Aggrieved Employees").

The Employee, by way of his counsel, submits this Notice letter, under and in compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges the facts and theories to support for, *inter alia*, the Employer's violations of California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2802, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

During the applicable time period, the Employer employed the Employee and all other similarly situated Aggrieved Employees as non-exempt employees and utilized consistent policies and procedures regarding the Employee and all such other Aggrieved Employees, as follows:

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RELEVANT FACTS

Failure to pay minimum wages. Defendants' policy and practice of requiring systematic off-the-clock work was effectuated through their unlawful timekeeping procedures and policies. Plaintiff was required to record the start and end of his shifts through a mobile timekeeping application. Although Plaintiff attempted to take legally compliant meal and rest periods, Defendants' policies and practices rendered such breaks noncompliant under California law. Due to chronic understaffing and Defendants' rigorous work demands, Plaintiff was consistently required to perform work-related duties during his attempted meal and rest periods, including interacting with clients and responding to communications from management. Defendants had the ability to correct Plaintiff's timekeeping records so as to accurately reflect all hours worked. Despite knowing Plaintiff routinely performed work-related duties during unpaid meal periods, Defendants failed to correct Plaintiff's recorded time to account for all hours actually worked. Thus, Defendants' time records do not reflect the actual hours worked by Plaintiff.

Moreover, Defendants routinely required Plaintiff to clock out at the end of his scheduled shift times, but remain under the control of Defendants to conduct work-related tasks, including but were not limited to performance reviews, debriefings regarding the day's work, and discussions regarding assignments and expectations for the following day.

Additionally, Defendants required Plaintiff to carry his personal cellphone with him at all times during his work shifts to conduct work-related activities and complete his ongoing job duties, including when responding to work-related communications from management and using Defendants' required work apps he had to download. Thus, Plaintiff worked more hours than he was scheduled and paid for, including hours during his meal and rest breaks, which were consistently interrupted or missed due to heavy work demands. Upon information and belief, other Aggrieved Employees were subjected to the same policies and practices uniformly applied and implemented by Defendants.

Failure to pay wages and overtime. Overtime hours were generally not allowed, but Plaintiff and the Aggrieved Employees were often compelled to work many regular and overtime hours off-the-clock and without compensation. Plaintiff and the Aggrieved Employees were therefore not paid for all their hours worked at the required minimum, overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring them to work off the clock and without pay. Additionally, Defendants systematically miscalculated the underlying regular rate for overtime and underpaid Plaintiff and the Aggrieved Employees by failing to include all forms of remuneration, including "Spot Bonus," "Paychexincentive," and other forms of non-discretionary pay received in the regular rate and neglecting to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate.

Therefore, during the applicable time period, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked. Also, during the applicable time period, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections



of IWC Wage Orders. To the extent Defendants paid any overtime premium wages for any hours worked by Plaintiff and the Aggrieved Employees, they failed to begin paying it when owed due to post-shift off-the-clock work.

Failure to authorize and permit meal periods. Defendants failed to provide Plaintiff and the Aggrieved Employees with all legally required unpaid, off-duty meal periods, in violation of the applicable Wage Orders and the Labor Code. At all relevant times, Defendants did not have a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods or which authorized and permitted all legally required paid, off-duty rest periods to Plaintiff and the Aggrieved Employees.

Plaintiff and the Aggrieved Employees were non-exempt employees who regularly worked shifts in excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite this, they were often required to do so without receiving a lawful and timely meal break or were required to take shortened meal and rest breaks, or none at all, in order to keep up with work demands and job duties and job requirements and pressure placed upon them by Defendants' management to meet certain quotas. More specifically, Defendants required Plaintiff and the Aggrieved Employees to perform off-the-clock work in a manner that would impact their timing and ability to take meal periods, including requiring them to respond to work-related calls, inquiries, and other demands during breaks. These practices resulted in further meal period violations.

Additionally, Defendants would interrupt Plaintiff and the Aggrieved Employees during their meal periods in order to complete work tasks on time. To whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be management and work demands to attend to. This led to systematically late, interrupted, shortened, missed, or on-duty meal periods. The excessive workloads, management expectations, and constant job demands also contributed to Plaintiff and the Aggrieved Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were required to remain under Defendants' control during meal periods. Upon information and belief, to whatever extent Defendants attempt to rely upon alleged meal period waivers, they were either unenforceable and invalid or were otherwise not agreed to by Plaintiff and the Aggrieved Employees.

Therefore, Defendants maintained policies and procedures that resulted in systematic meal period violations throughout Plaintiff's employment. Defendants failed to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods when they worked shifts of more than five hours and/or failed to pay meal period penalties for missed meal periods, as required by the applicable Wage Order(s) and Labor Code. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to do so at the correct hourly rate of compensation by miscalculating the regular rate and failing to include the meal premium in it. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff at Defendants' hands.

During the applicable time period, Plaintiff and the Aggrieved Employees were unable to take off duty meal breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely, interrupted, or impermissibly shortened, and Employees were not provided with



one hour's wages in lieu thereof. Additionally, Defendants also failed to pay the Aggrieved Employees "premium pay," i.e., one hour of wages at each Employee's effective regular rate of compensation for each meal period that Defendants failed to provide or deficiently provided.

Failure to authorize and permit rest periods. Defendants failed to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other Aggrieved Employees were either not authorized permitted the opportunity to take a rest break or were required to remain under Defendants' control and respond to calls and instructions from management and job demands if and when they even attempted to take one. Upon information and belief, Defendants thus also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Rest breaks were not scheduled, and during Plaintiff's entire employment with Defendants, Plaintiff was permitted to take his rest breaks only when an unlikely break in his work demands presented an opportunity. Therefore, Plaintiff frequently had to skip out on his legally entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to comply with management quotas and job demands, despite being entitled to receive at least two paid, timely, uninterrupted, and duty-free ten minute rest breaks during each of his work shifts.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks if and when Plaintiff attempted to take one. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and consistently worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff to take a first rest break, he was often forced to skip out on a second and/or a third break, and those that were provided were often late and generally interrupted by job duties and requirements.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and are unable to use their rest break time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiff attempted to take one, the rest breaks were either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making rest breaks either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise were required to remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices. Defendants also failed to pay the Aggrieved Employees "premium pay," i.e., one hour of wages at each Employee's effective regular rate for rest break violations.

Failure to timely furnish accurate itemized wage statements. Defendants have consistently failed to provide Plaintiff and the Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws. More specifically,



Defendants also failed to provide Plaintiff and the Aggrieved Employees with complete and accurate wage statements, as those provided failed to show, among other things, the correct wages owed for time worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. The wage statements Defendants provided to Plaintiff and the Aggrieved Employees failed to list or to accurately list the wage rates or the hours worked at those rates during the pay period which led to the calculated pay listed by Defendants without any further detail. In addition to derivative violations, Defendants also committed facial violations of Labor Code § 226 by providing wage statements to the Aggrieved Employees that failed to show or otherwise list and comply with the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9).

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

Violation of Labor Code § 204. Defendants required Plaintiff and the Aggrieved Employees to work off-the-clock without proper compensation, including time worked after clocking out of shifts or during meal, rest, and recovery periods, thereby resulting in unlawful on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work performed during a work shift and a workweek, as alleged above. As a result, Defendants maintained a uniform and consistent policy and practice of failing to timely pay all wages owed to Plaintiff and the other Aggrieved Employees, in violation of California wage-and-hour laws, including Labor Code § 204.

Violation of Labor Code § 203. Defendants have followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and the other Aggrieved Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. In view of the above addressed violations, Defendants have also failed to pay all wages owed to Plaintiff and the Aggrieved Employees at termination in accordance with the requirements of Labor Code § 201-203.

Illegal wage deductions under Labor Code § 221. Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting Plaintiff's and the Aggrieved Employees' earned wages, including by the above described off-the-clock work and other wage violations, including requiring on-duty work during unpaid meal breaks. Defendants have consistently and unlawfully collected or received wages from Employees by not compensating Plaintiff and the Aggrieved Employees for all hours worked, including on-duty meal periods they were required to endure under Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.



Failure to reimburse necessary business expenses. During the applicable time period, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These expenses included the use of personal cell phones for work-related activities, such as timekeeping and communications with management, as required by Defendants. Plaintiff's wage statements do not reflect reimbursements for these and other such necessary business expenses. Defendants were required to reimburse Plaintiff and the Aggrieved Employees for all necessary work related expenditures pursuant to Labor Code § 2802, but they systematically failed to do so.

PAGA CLAIM DETAILS, LEGAL BASES FOR VIOLATIONS AND PENALTIES:

As addressed above, Employee and the other Aggrieved Employees complain of the following violations committed by Defendants:

Failure to pay minimum wages

Defendants, as a matter of established company policy and procedures, and at each and every facility owned and/or operated by Defendants, consistently administered uniform company-wide pay policies and practices applicable to the Employee and the Aggrieved Employees, including, but not limited to, requiring Aggrieved Employees to engage in off-the-clock work before being allowed to clock in for the start of their shifts; requiring Plaintiff and the Aggrieved Employees to engage in off-the-clock work-related tasks after clocking out for the end of their shifts; and requiring Plaintiff and the Aggrieved Employees to use their personal mobile devices for work-related tasks, including before and/or after their shifts.

Defendants scheduled to work and/or required the Employee and the Aggrieved Employees to work without paying for all time they were under Defendants' control. Because Defendants required the Employee and the Aggrieved Employees to remain under Defendants' control without paying therefore, this resulted in the Employee and the Aggrieved Employees earning less than the legal minimum wage in the State of California. As such, the Employer violated Labor Code §§ 510, 1194, 1197, and/or 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Failure to pay wages and overtime

Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently: administered a uniform company policy and practice as to the pay policies regarding the Employee and the Aggrieved Employees; scheduled to work and in fact required the Employee and the Aggrieved Employees to work in excess of eight hours per workday and/or in excess of 40 hours per workweek without paying overtime compensation for all hours they were under Defendants' control.

Thus, the Employer failed to pay the Employee and the Aggrieved Employees legal overtime compensation for all work accomplished in excess of eight hours per day and/or 40 hours per week. As such, the Employer violated Labor Code §§ 510, 1194, 1197, and/or 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

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Failure to authorize and permit meal periods

On one or more occasions, the Employee and the Aggrieved Employees worked over five hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30 minutes prior to exceeding five hours of employment. The Employee and the Aggrieved Employees did not validly or legally waive their meal periods, by mutual consent with Defendants or otherwise. Additionally, the Employee and the Aggrieved Employees did not enter into any written agreement with Defendants agreeing to an on-duty paid meal period. As such, the Employer violated Labor Code §§ 226.7, 512 and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Failure to authorize and permit rest periods

As a matter of Defendants' established company policy, Defendants failed to always authorize and permit legally compliant rest periods. Defendants did not authorize and permit rest periods for shifts every four hours or major fraction thereof, failed to relinquish control over how employees spent their break time, required the Employee and the Aggrieved Employees to carry personal cellphones, prevented the Employee and the Aggrieved Employees from taking uninterrupted rest periods, exerted coercion against the taking of legally protected breaks, and/or forbid the Employee and the Aggrieved Employees from leaving Defendants' facilities. As such, the Employer violated Labor Code §§ 226.7 and 516, and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Failure to timely furnish accurate itemized wage statements

Under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because of the Employer failed to pay all wages as set forth above, Employer issued wage statements that inaccurately reflected hours worked and/or wages earned by the Employee and the other Aggrieved Employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Violation of Labor Code § 204

As detailed above, the Employer maintained a consistently applied policy and practice of not paying Plaintiff and the other Aggrieved Employees all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Furthermore, the Employer similarly failed to pay all wages earned by Plaintiff and the other Aggrieved Employees not more than seven calendar days following the close of the payroll period pursuant to Labor Code § 204(d). As such, the Employer violated Labor Code § 204 and owes penalties under Labor Code §§ 210 and/or 2699(f).

Violation of Labor Code § 203

Plaintiff and the other formerly employed Aggrieved Employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. The Employer's failure to timely pay final wages to formerly employed Aggrieved Employees was willful in that the Employer adopted policies and/or practices that were



incompatible with the Labor Code. Because the Employer failed to pay all wages as set forth above, the Employer derivatively violated Labor Code §§ 201-202 and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Illegal wage deductions under Labor Code § 221

The Employer willfully and intentionally made deductions from the wages of Plaintiff and the other Aggrieved Employees during the appropriate time period, including but not limited to deductions from requiring off-the-clock work, as well as understating the hours worked by the Aggrieved Employees, and by failing to pay and miscalculating overtime resulting in underpaying overtime by not including bonuses in the calculation, and by not lawfully providing meal periods and rest periods, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by Employee and the other Aggrieved Employees, as addressed in detail above. As such, the Employer violated Labor Code § 221 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f).

Failure to reimburse necessary business expenses

Plaintiff and the other Aggrieved Employees personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to use of their personal cell phones for work-related activities, such as timekeeping, and communications with management, as required by Defendants. As such, the Employer violated Labor Code § 2802 by failing to reimburse Plaintiff and the other Aggrieved Employees for all business expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code § 2699(f).

PLAINTIFF'S PAGA CLAIM UNDER LABOR CODE § 2698 ET SEQ. AND SUMMARY OF RECOVERY BASES:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period, Plaintiff will file a Complaint asserting, as a representative action on behalf of the California Attorney General and the other Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, and 2698 *et seq.*, including as follows:

(a) **Wage Claims:** For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);



(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law;

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly, under Labor Code §§ 201, 202, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.



Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Plaintiff's grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Regards,
D.LAW, INC.

A handwritten signature in blue ink, appearing to read 'Alvin B. Lindsay'.

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Cc: First Bank by Certified Mail

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Attorneys for Plaintiff HAMIDREZA MOZAFARI,
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

HAMIDREZA MOZAFARI, an individual, on
behalf of himself and others similarly situated,

Plaintiff,

vs.

FIRST BANK, a Missouri stock corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Failure To Authorize And Permit Meal Periods Under Labor Code § 226.7;
4. Failure To Authorize And Permit Rest Periods Under Labor Code § 226.7;
5. Failure To Timely Furnish Accurate Itemized Wage Statements Under Labor Code § 226;
6. Violation of Labor Code § 204;
7. Violation of Labor Code § 203;
8. Illegal Wage Deductions Under Labor Code § 221;
9. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
10. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff HAMIDREZA MOZAFARI (hereinafter “Plaintiff”), on behalf of himself and
2 other similarly situated non-exempt employees employed by Defendants within the state of
3 California during the relevant time period (collectively, “Employees”; individually, “Employee”),
4 hereby files this Complaint asserting class and individual claims against Defendants FIRST BANK,
5 a Missouri stock corporation; and DOES 1 to 50 (collectively referred to as “Defendants”). Plaintiff
6 is informed and believes, and on the basis of that information and belief, alleges as follows:

7 **INTRODUCTION**

8 1. This is a civil action seeking recovery for Defendants’ violations of the California
9 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by the
10 California Industrial Welfare Commission (the “IWC Wage Orders”) and related common law
11 principles.

12 2. Plaintiff’s action seeks damages including full restitution from Defendants as a result
13 of Defendants’ unlawful, fraudulent, and/or unfair business practices.

14 3. The acts complained of herein occurred, occur and will occur, at least in part, within
15 the time period from four years preceding the filing of the original Complaint herein, up to and
16 through the time of trial for this matter (although this should not automatically be considered the
17 statute of limitations for any cause of action herein).

18 4. For introductory and general information only (and not to be considered a proposed
19 class definition), the relevant individuals in this action are Defendants’ non-exempt employees in
20 California who were subjected to Defendants’ policies and practices as described herein. Any
21 differences in job activities between the different individuals in these positions and locations were
22 and are legally insignificant to the class-wide issues presented by this action.

23 **PARTIES**

24 5. Plaintiff is an individual over the age of 18 and is now and/or at all times mentioned
25 in this Complaint was a citizen of the State of California.

26 6. Plaintiff worked for Defendants as a Banker Specialist from on or around August
27 2023 through March 2026, performing his job duties diligently and competently in Orange County,
28 California.

1 7. Plaintiff seeks recovery herein from Defendants because with regard to Plaintiff,
2 while acting for Defendants in his capacity as an hourly, non-exempt Banker Specialist, Defendants
3 have:

- 4 a. Failed to pay minimum wages;
- 5 b. Failed to pay wages and overtime;
- 6 c. Failed to authorize and permit meal periods;
- 7 d. Failed to authorize and permit rest periods;
- 8 e. Failed to timely furnish accurate itemized wage statements;
- 9 f. Violated Labor Code § 204;
- 10 g. Violated Labor Code § 203;
- 11 h. Taken illegal wage deductions under Labor Code § 221;
- 12 i. Failed to reimburse necessary business expenses; and
- 13 j. Conducted unfair business practices.

14 8. Defendant FIRST BANK is a Missouri stock corporation that lists its principal
15 address as 11901 Olive Boulevard, Creve Coeur, Missouri 63141 with the California Secretary of
16 State. It lists its type of business as commercial banking. Furthermore, "FIRST BANK" is listed as
17 the employer in paystubs and W-2 wage statements issued to Plaintiff by Defendant. Additionally,
18 the paystubs and W-2 wage statements list the same employer address as the one registered with the
19 California Secretary of State. Moreover, Plaintiff was required to report to Defendants' jobsite
20 located at 3001 Harbor Blvd Ste. C, Costa Mesa, California 92626.

21 9. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint
22 were licensed to do business and/or actually doing business in California. Plaintiff does not know
23 the true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive
24 and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil
25 Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to allege such names
26 and capacities as soon as they are ascertained.

27 10. Defendants, and each of them, are now and/or at all times mentioned in this
28 Complaint were in some manner legally responsible for the events, happenings, and circumstances

1 alleged in this Complaint. Defendants, and each of them, directly or indirectly, or through an agent
2 or any other person, employed or exercised control over the wages, hours, or working conditions of
3 Plaintiff and, upon information and belief, the class members.

4 11. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
5 practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

6 12. Defendants, and each of them, are now and/or at all times mentioned in this
7 Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-
8 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
9 mentioned in this Complaint were acting within the course and scope of that agency, servitude,
10 and/or employment.

11 13. Defendants, and each of them, are now and/or at all times mentioned in this
12 Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise,
13 and were acting within the course and scope and in pursuance of said joint venture, partnership, and
14 common enterprise.

15 14. Defendants, and each of them, at all times mentioned in this Complaint concurred
16 and contributed to the various acts and omissions of each and every one of the other Defendants in
17 proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

18 15. Defendants, and each of them, at all times mentioned in this Complaint approved of,
19 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged herein.

20 16. Defendants, and each of them, at all times mentioned in this Complaint aided and
21 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
22 causing the damages alleged in this Complaint.

23 **JURISDICTION AND VENUE**

24 17. The California Superior Court has jurisdiction in this matter due to Defendants'
25 aforementioned violations of California statutory law and/or related common law principles.

26 18. The California Superior Court also has jurisdiction in this matter because both the
27 individual and aggregate monetary damages and restitution sought herein exceed the minimal
28 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

19. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff and the members of the putative Classes herein were all California citizens and Defendant FIRST BANK, is a Missouri stock corporation. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

20. Venue is proper in Orange County under Code of Civil Procedure §§ 395(a) and 395.5, in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

SUMMARY OF CLAIMS

21. During Plaintiff's employment with Defendants, he worked as a Banker Specialist at Defendants jobsite in Orange County. Plaintiff's job duties included day to day client interaction in the form of opening and closing bank accounts, maintenance of client accounts, and assisting clients and other industry professionals by referring mortgages to loan providers.

22. Plaintiff generally worked 42.5 hours per week, and five shifts per week. Plaintiff's scheduled hours were generally from 08:45 a.m. to 05:15 p.m. However, Plaintiff was required by Defendants to endure substantial off-the-clock work after his scheduled shift hours, and during his meal breaks, and was not paid for all his hours worked at the regular rate and at the correct overtime rates.

23. With regard to Plaintiff and the Class Members, Defendants have committed the following violations:

a. **Failure to pay minimum wages.** Defendants' policy and practice requiring systematic off-the-clock work was effectuated through their unlawful timekeeping procedures and policies. Plaintiff was required to record the start and end of his shifts through a mobile timekeeping application. Although Plaintiff attempted to take legally compliant meal and rest periods, Defendants' policies and practices rendered such breaks noncompliant under California law. Due to chronic understaffing and Defendants' rigorous work demands, Plaintiff was consistently required to perform work-related duties during his attempted meal and rest periods, including interacting with clients and responding to communications from management. Defendants had the ability to

1 correct Plaintiff's timekeeping records so as to accurately reflect all hours worked. Despite knowing
2 Plaintiff routinely performed work-related duties during unpaid meal periods, Defendants failed to
3 correct Plaintiff's recorded time to account for all hours actually worked. Thus, Defendants' time
4 records do not reflect the actual hours worked by Plaintiff.

5 Moreover, Defendants routinely required Plaintiff to clock out at the end of his scheduled
6 shift times, but remain under the control of Defendants to conduct work-related tasks, including but
7 were not limited to performance reviews, debriefings regarding the day's work, and discussions
8 regarding assignments and expectations for the following day.

9 Additionally, Defendants required Plaintiff to carry his personal cellphone with him at all
10 times during his work shifts to conduct work-related activities and complete his ongoing job duties,
11 including when responding to work-related communications from management and using
12 Defendants' required work apps he had to download. Thus, Plaintiff worked more hours than he
13 was scheduled and paid for, including hours during his meal and rest breaks, which were consistently
14 interrupted or missed due to heavy work demands. Upon information and belief, other Employees
15 of the Class were subjected to the same policies and practices uniformly applied and implemented
16 by Defendants.

17 **b. Failure to pay wages and overtime.** Overtime hours were generally not
18 allowed, but Plaintiff and the Class Members were often compelled to work many regular and
19 overtime hours off-the-clock and without compensation. Plaintiff and the Class Members were
20 therefore not paid for all their hours worked at the required minimum, overtime, and double time
21 wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring them
22 to work off the clock and without pay. Additionally, Defendants systematically miscalculated the
23 underlying regular rate for overtime and underpaid Plaintiff and the Class Members by failing to
24 include all forms of remuneration, including "Spot Bonus," "Paychexincentive," and other forms
25 of non-discretionary pay received in the regular rate and neglecting to pay them at the required
26 overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours
27 over twelve in a day at the required double time rate.

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1 Therefore, from at least four years prior to the filing of this lawsuit and continuing to the
2 present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
3 worked and failing to pay minimum wages for all time worked. Also, from at least four years prior
4 to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or
5 practice of failing to pay Employees overtime compensation at premium overtime rates for all hours
6 worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours
7 worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding
8 sections of IWC Wage Orders. To the extent Defendants paid any overtime premium wages for any
9 hours worked by Plaintiff and the Class members, they failed to begin paying it when owed due to
10 post-shift off-the-clock work.

11 **c. Failure to authorize and permit meal periods.** Defendants failed to provide
12 Plaintiff and the Class Members with all legally required unpaid, off-duty meal periods, in violation
13 of the applicable Wage Orders and the Labor Code. At all relevant times, Defendants did not have
14 a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods
15 or which authorized and permitted all legally required paid, off-duty meal periods to Plaintiff and
16 the Class Members.

17 Plaintiff and the Class Members were non-exempt employees who regularly worked
18 shifts in excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite
19 this, they were often required to do so without receiving a lawful and timely meal break or were
20 required to take shortened meal and rest breaks, or none at all, in order to keep up with work
21 demands and job duties and job requirements and pressure placed upon them by Defendants'
22 management to meet certain quotas. More specifically, Defendants required Plaintiff and the Class
23 Members to perform off-the-clock work in a manner that would impact their timing and ability to
24 take meal periods, including requiring them to respond to work-related calls, inquiries, and other
25 demands during breaks. These practices resulted in further meal period violations.

26 Additionally, Defendants would interrupt Plaintiff and the Class Members during their
27 meal periods in order to complete work tasks on time. To whatever extent there was ever a schedule
28 for meal periods, it went by the wayside quickly as there always seemed to be management and

1 work demands to attend to. This led to systematically late, interrupted, shortened, missed, or on-
2 duty meal periods. The excessive workloads, management expectations, and constant job demands
3 also contributed to Plaintiff and the Class Members working through meal periods or not taking
4 them or taking them late so work could be accomplished or they were required to remain under
5 Defendants' control during meal periods. Upon information and belief, to whatever extent
6 Defendants attempt to rely upon alleged meal period waivers, they were either unenforceable and
7 invalid or were otherwise not agreed to by Plaintiff and the Class members.

8 Therefore, Defendants maintained policies and procedures that resulted in systematic
9 meal period violations throughout Plaintiff's employment. Defendants failed to provide Plaintiff
10 and the Class Members with all legally required off-duty, unpaid meal periods when they worked
11 shifts of more than five hours and/or failed to pay meal period penalties for missed meal periods, as
12 required by the applicable Wage Order(s) and Labor Code. To the extent Defendants ever did pay
13 Plaintiff a meal period premium, they failed to do so at the correct hourly rate of compensation by
14 miscalculating the regular rate and failing to include all forms of remuneration in it. Upon
15 information and belief, the other Class Members were subjected to similar unlawful policies and
16 practices and endured similar violations as Plaintiff at Defendants' hands.

17 For at least four years prior to the filing of this action and continuing through to the
18 present, Plaintiff and the Class Members were unable to take off duty meal breaks or were otherwise
19 not provided with the opportunity to take required breaks as required under the Labor Code and
20 Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the
21 Class Members were provided with a meal period, it was often untimely, interrupted, or
22 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
23 Additionally, Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at
24 each Employee's effective regular rate of compensation for each meal period that Defendants failed
25 to provide or deficiently provided.

26 **d. Failure to authorize and permit rest periods.** Defendants failed to authorize
27 and permit Plaintiff and the Class Members to take duty-free, net ten minute rest breaks for every
28 four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class

1 Members were either not authorized permitted the opportunity to take a rest break or were required
2 to remain under Defendants' control and respond to calls and instructions from management and
3 job demands if and when they even attempted to take one. Upon information and belief, Defendants
4 thus also failed to authorize and permit employees to leave the premises during rest breaks,
5 evidencing Defendants' policy and practice of requiring Plaintiff and the Class Members to remain
6 under their control during required off-duty rest break times.

7 Rest breaks were not scheduled, and during Plaintiff's entire employment with
8 Defendants, Plaintiff was permitted to take his rest breaks only when an unlikely break in his work
9 demands presented an opportunity. Therefore, Plaintiff frequently had to skip out on his legally
10 entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to comply with
11 management quotas and job demands, despite being entitled to receive at least two paid, timely,
12 uninterrupted, and duty-free ten minute rest breaks during each of his work shifts.

13 Defendants' uniformly applied policies and practices thus resulted in untimely and
14 shortened or on-duty rest breaks if and when Plaintiff attempted to take one. Plaintiff and the Class
15 Members worked shifts of at least eight hours, which required at least two rest breaks, and
16 consistently worked shifts over ten hours, which required at least three rest breaks. Even on the
17 occasions when Defendants authorized and permitted Plaintiff to take a first rest break, he was often
18 forced to skip out on a second and/or a third break, and those that were provided were often late and
19 generally interrupted by job duties and requirements.

20 During rest periods, employers must relieve employees of all duties and relinquish
21 control over how employees spend their time. Plaintiff and the Class Members were and are under
22 Defendants' control when they are working through rest breaks and are unable to use their rest break
23 time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiff attempted
24 to take one, the rest breaks were either impermissibly shortened or untimely meal and rest breaks to
25 Plaintiff and the Class Members. Plaintiff and the Employees in the Class were thus not authorized
26 and permitted to take lawful rest periods, were systematically required by Defendants to work
27 through or during breaks, and were not provided with one hour's wages in lieu thereof. They were
28 required to remain on-duty during breaks or portions of their breaks, thus making rest breaks either

1 untimely or shortened and on-duty, and they were also prevented from leaving the premises and
2 otherwise were required to remain under Defendants' control during rest breaks under Defendants'
3 uniformly applied policies and practices. Defendants also failed to pay Employees "premium pay,"
4 i.e., one hour of wages at each Employee's effective regular rate for rest break violations.

5 **e. Failure to timely furnish accurate itemized wage statements.** Defendants have
6 consistently failed to provide Plaintiff and the Class Members with timely, accurate, and itemized
7 wage statements, in writing, as required by California wage-and-hour laws. More specifically,
8 Defendants also failed to provide Plaintiff and the Class Members with complete and accurate wage
9 statements, as those provided failed to show, among other things, the correct wages owed for time
10 worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor
11 Code § 226 provides that every employer shall furnish each of his or her employees with an accurate
12 itemized wage statement in writing showing, among other things, gross wages earned and all
13 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
14 at each hourly rate. The wage statements Defendants provided to Plaintiff and the Class Members
15 failed to list or to accurately list the wage rates or the hours worked at those rates during the pay
16 period which led to the calculated pay listed by Defendants without any further detail. In addition
17 to derivative violations, Defendants also committed facial violations of Labor Code § 226 by
18 providing wage statements to Class Members that failed to show or otherwise list and comply with
19 the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9).

20 Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
21 reporting total hours worked and total wages earned by Plaintiff and the Class Members, along with
22 the appropriate applicable rates, among other requirements. Defendants have also failed to comply
23 with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records
24 showing when the employee begins and ends each work period, meal periods, and wages earned
25 pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all
26 deductions from payment of wages and accurately reporting total hours worked.

27 **f. Violation of Labor Code § 204.** Defendants required Plaintiff and the Class
28 Members to work off-the-clock without proper compensation, including time worked after clocking

1 out of shifts or during meal, rest, and recovery periods, thereby resulting in unlawful on-duty meal
2 and rest periods. Defendants also failed to pay all overtime premium wages owed for work
3 performed during a work shift and a workweek, as alleged above. As a result, Defendants maintained
4 a uniform and consistent policy and practice of failing to timely pay all wages owed to Plaintiff and
5 Class Members, in violation of California wage-and-hour laws, including Labor Code § 204.

6 **g. Violation of Labor Code § 203.** Defendants have followed a uniform and
7 consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees
8 at the time of their termination or within seventy-two (72) hours of their resignation, as required by
9 California wage-and-hour laws. In view of the above addressed violations, Defendants have also
10 failed to pay all wages owed to Plaintiff and the Class members at termination in accordance with
11 the requirements of Labor Code § 201-203.

12 **h. Illegal wage deductions under Labor Code § 221.** Defendants have
13 consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees'
14 earned wages, including by the above described off-the-clock work and other wage violations,
15 including requiring on-duty work during unpaid meal breaks. Defendants have consistently and
16 unlawfully collected or received wages from Employees by not compensating Plaintiff and the Class
17 Members for all hours worked, including on-duty meal periods they were required to endure under
18 Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by and owed
19 to Plaintiff and the Class members, in violation of Labor Code § 221.

20 **i. Failure to reimburse necessary business expenses.** From at least four years
21 prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required
22 Plaintiff and the Class Members to incur necessary business expenses in the course of performing
23 their required job duties without reimbursement. These expenses included the use of personal cell
24 phones for work-related activities, such as timekeeping and communications with management, as
25 required by Defendants. Plaintiff's wage statements do not reflect reimbursements for these and
26 other such necessary business expenses. Defendants were required to reimburse Plaintiff and the
27 Class Members for all necessary work related expenditures pursuant to Labor Code § 2802, but they
28 systematically failed to do so.

j. Violation of Business & Professions Code § 17200 *et seq.* Through their violations of the Labor Code and other unfair, unlawful, and fraudulent practices alleged in this Complaint, Defendants have obtained and enjoyed benefits at the expense of Plaintiff and the Class Members. Thus, Plaintiff and the Class Members seek injunctive relief, restitution, and disgorgement of all such benefits pursuant to Business and Professions Code §§ 17200-17208.

24. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, and 2802, Business & Professions Code § 17200 *et seq.*, and California Code of Regulations, Title 8, section 11000 *et seq.*

25. As the employers of Employees, Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class Members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class Members to work, or engaged them, thereby creating a common law employment relationship with the Employee Class Members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class Members.

CLASS ACTION ALLEGATIONS

26. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.” Plaintiff brings this suit as a class action under Code of Civil Procedure § 382.

27. Plaintiff seeks to represent a Class (or “the Class” or “Class Members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt employees within the State of California.” This includes those employed as bank specialists and in similar and related positions related to providing banking and financial services to Defendants’ customers. Further, Plaintiff will seek to

1 represent and certify the putative Classes currently composed of and defined as follows:

2 a. Class 1. Minimum Wages Class. All Class members who were subjected to
3 Defendants' policies and practices regarding the payment of minimum wages as specifically
4 described herein.

5 b. Class 2. Overtime Class. All Class members who were subjected to
6 Defendants' policies and practices regarding the payment of overtime wages as specifically
7 described herein.

8 c. Class 3. Meal Period Class. All Class members who were subjected to
9 Defendants' policies and practices regarding meal periods as specifically described herein

10 d. Class 4. Rest Period Class. All Class members who were subjected to
11 Defendants' policies and practices regarding paid rest periods as specifically described herein.

12 e. Class 5. Wage Statement Class. All Class members who were subjected to
13 Defendants' policies and practices regarding itemized wage statements as specifically described
14 herein.

15 f. Class 6. Failure to Timely Pay Class. All Class members who were subject to
16 Defendants' policy and practice of not timely paying all wages earned when they were due and
17 payable at least twice monthly.

18 g. Class 7. Termination Pay Class. All Class members who, within the applicable
19 limitations period, either voluntarily or involuntarily separated from their employment and were
20 subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

21 h. Class 8. Unauthorized Deductions from Wages Class. All Class members who
22 were subjected to Defendants' policies and practices regarding wage deductions as specifically
23 described herein.

24 i. Class 9. Expense Reimbursement Class. All Class members who were
25 subjected to Defendants' policies and practices regarding business expense reimbursement as
26 specifically described herein.

27 j. Class 10. UCL Class. All Class members who are owed restitution as a result
28 of Defendants' business acts and practices, to the extent such acts and practices are found to be

1 unlawful, deceptive, and/or unfair.

2 28. **The Minimum Wage Class, Overtime Class, Meal Period Class, Rest Period**
3 **Class, Wage Statement Class, Failure to Timely Pay Class, Termination Pay Class,**
4 **Unauthorized Deductions from Wages Class, Expense Reimbursement Class, and UCL Class**
5 are herein collectively referred to as the “Classes.”

6 29. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
7 the class descriptions with greater particularity or to provide further division into subclasses or
8 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
9 against Defendants, the Class Period should be adjusted accordingly.

10 30. This action has been brought and may properly be maintained as a class action under
11 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
12 interest in this litigation and the proposed Classes are easily ascertainable from the employment
13 records for Plaintiff and the Class members that Defendants are required to maintain under
14 California law.

15 **A. Numerosity**

16 31. The potential quantity of members of the Class as defined are so numerous that
17 joinder of all the Class members is unfeasible and impracticable. The disposition of the claims of
18 the members of the Classes through this class action will benefit both the parties and this Court. The
19 precise quantity of the members of the Classes is unknown to Plaintiff at this time. However,
20 Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this
21 lawsuit employed, at least hundreds of Employees who satisfy the Class definitions within the State
22 of California. Plaintiff asserts that the quantity and identity of such membership is readily
23 ascertainable via inspection of Defendants’ employment records.

24 **B. Commonality**

25 32. There are common question of law and fact as to the members of the Classes which
26 predominate over any questions affecting only individual members of the Classes. The common
27 questions are numerous and substantial and flow from Defendants’ uniform policies and/or practices
28 of violating the California Labor Code addressed above. As such, these common questions

1 predominate over individual questions concerning each individual Class Member's showing as to
2 his or her eligibility for recovery or as to the amount of damages. These common questions of law
3 and fact include:

- 4 a. Whether Defendants failed to pay Employees minimum wages, including for all
5 hours worked;
- 6 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 7 c. Whether Defendants failed to pay Employees overtime as required under Labor
8 Code § 510;
- 9 d. Whether Defendants violated Labor Code § 1194 by failing to compensate all
10 Employees during the relevant time period for all hours worked, whether regular
11 or overtime;
- 12 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
13 IWC Wage Orders, by failing to provide Employees with requisite meal periods
14 or premium pay in lieu thereof;
- 15 f. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
16 Orders, by failing to authorize and permit Employees to take requisite rest breaks
17 or cooldown periods or provide premium pay in lieu thereof;
- 18 g. Whether Defendants' conduct was willful;
- 19 h. Whether Defendants violated Labor Code § 226(a) by providing Employees with
20 inaccurate wage statements and wage statements that omitted many of the Section
21 226(a) requirements;
- 22 i. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
23 wages earned at least twice monthly;
- 24 j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
25 wages and compensation due and owing at the time of termination of
26 employment;
- 27 k. Whether Defendants violated Labor Code § 221;

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- 1 l. Whether Defendants violated Labor Code § 2802 by failing to reimburse
2 necessary business expenses incurred by Employees;
3 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
4 n. Whether Employees are entitled to equitable relief pursuant to Business and
5 Professions Code § 17200 *et seq.*;
6 o. Whether the members of the Classes are entitled to injunctive relief;
7 p. Whether the members of the Classes are entitled to restitution;
8 q. Whether Defendants are liable for attorneys' fees and costs; and
9 r. Whether each member of the Classes might be required to ultimately justify an
10 individual claim does not preclude maintenance of a class action.

11 **C. Typicality**

12 33. The claims of the named Plaintiff are typical of the claims of all members of the
13 Classes he seeks to represent because all members of the Classes sustained injuries and damages
14 arising out of and caused by Defendants' common course of conduct and uniformly applied policies
15 in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein.
16 Plaintiff's claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break
17 violations that he was required to endure are typical of those of the other members of the Classes.

18 **D. Adequacy of Representation**

19 34. Plaintiff is an adequate representative of the Classes he seeks to represent, will fairly
20 and adequately protect the interests of the members of the Classes, has no interests antagonistic to
21 those members, and will vigorously prosecute this action through attorneys who are competent,
22 skilled, and experienced in litigating matters of this type.

23 **E. Superiority of Class Action**

24 35. The nature of this action and the nature of the laws available to Plaintiff make the
25 class action format particularly efficient and the appropriate procedural mechanism to afford relief
26 for the wrongs alleged herein. California has a strong public policy favoring the use of the class
27 action device, especially where it promotes judicial economy and access to justice.

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1 36. By allowing the claims of many individuals to be resolved in a single proceeding, a
2 class action eliminates the possibility of repetitious litigation and provides a meaningful method of
3 redress for claimants whose individual damages may be too small to justify separate lawsuits. This
4 case involves large corporate Defendants and numerous individual Class members asserting
5 relatively small claims that arise from common questions of law and fact.

6 37. If each member of the Classes was required to file an individual lawsuit, Defendants
7 would gain an unconscionable advantage because Defendants would be able to exploit their vastly
8 superior financial and legal resources and overwhelm the limited resources of each individual
9 member of the Classes. Requiring each member of the Classes to pursue an individual remedy would
10 also discourage the assertion of lawful claims by members of the Classes who would be disinclined
11 to pursue a lawsuit against Defendants because of an appreciable and justifiable fear of retaliation
12 and permanent harm to their lives, careers, and well-being.

13 38. The proof of Defendants' common business practices and uniform factual patterns
14 experienced by the members of the Classes is representative of the Classes and will establish each
15 Class member's right to recover on the causes of action alleged herein.

16 39. Absent class treatment, the prosecution of separate actions would create a substantial
17 risk of duplicative proceedings in which individual plaintiffs would present the same or similar
18 arguments, evidence, and expert testimony. It would also result in a multiplicity of trials at enormous
19 expense both the parties and the judicial system, as well as inconsistent or varying adjudications
20 with respect to individual members of the Classes against Defendants. Moreover, it could lead to
21 incompatible standards of conduct for Defendants, and conflicting legal determinations with
22 respects to individual members of the Classes, which would, as a practical matter, be dispositive the
23 interest of the other members of the Classes who are not parties to the adjudications or which would
24 substantially impair or impede the ability of the members of the Classes to protect their interests.

25 40. Moreover, the individual claims of the members of the Classes are not sufficiently
26 large enough to warrant vigorous individual prosecution when considering all of the concomitant
27 costs and expenses attendant thereto. Courts routinely fashion methods to manage individual
28 questions when seeking to preserve efficiencies and other benefits of class actions. Nevertheless,

1 the Supreme Court of California has expressly urged trial courts to employ innovative procedural
2 tools to certify and manage class actions, consistent with their obligation to ensure that such actions
3 remain fair, efficient, and manageable.

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY MINIMUM WAGES**

7 **(On Behalf of the Minimum Wage Class)**

8 **(Against All Defendants)**

9 41. Plaintiff incorporates by reference and realleges each and every one of the allegations
10 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

11 42. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in
12 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
13 the rate of no less than one and one-half times the regular rate of pay for any employee.”

14 43. Labor Code § 1182.12 provides the statewide minimum wage in California.

15 44. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a lesser
16 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
17 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
18 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
19 attorney’s fees, and costs of suit.”

20 45. Further, under Labor Code § 1197, payment of less than the minimum wage fixed by
21 the Labor Commission is unlawful.

22 46. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours
23 set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

24 47. Under the IWC Wage Order(s), Defendants are required to pay the members of the
25 Minimum Wage Class for all hours worked, meaning the time during which an employee is subject
26 to the control of an employer, including all the time the employee is suffered or permitted to work,
27 whether or not required to do so.

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1 48. Defendants, as a matter of established company policy and procedures, and at each
2 and every job site and facility owned and/or operated by Defendants, consistently administered
3 uniform company-wide pay policies and practices applicable to the members of the Minimum Wage
4 Class, including, but not limited to, the following:

- 5 a. Requiring the members of the Minimum Wage Class to engage in off-the-clock
6 work during meal and rest periods;
- 7 b. Requiring the members of the Minimum Wage Class to engage in off-the-clock
8 work-related tasks before and after clocking out for the end of their shifts; and
- 9 c. Requiring the members of the Minimum Wage Class to use their personal mobile
10 devices for work-related tasks, including before and/or after their shifts.

11 49. As such, Defendants scheduled to work and/or required the members of the
12 Minimum Wage Class to work without paying for all time they were under Defendants' control.
13 Because Defendants required the members of the Wage Class to remain under Defendants' control
14 without paying therefore, this resulted in the members of the Wage Class earning less than the legal
15 minimum wage in the State of California.

16 50. Defendants' pattern, practice and uniform administration of corporate policy
17 regarding illegal employee compensation as described herein is unlawful and creates an entitlement,
18 under Labor Code § 218, to recovery by Plaintiff and the members of the Wage Class, in a civil
19 action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

20 51. Further, Defendants' pattern and practice in uniform administration of corporate
21 policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage
22 Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to
23 recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full
24 amount of the unpaid minimum wages owed, calculated as the difference between the straight time
25 compensation paid and the applicable minimum wage, including interest thereon.

26 52. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code
27 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage
28 Class seek recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and

1 interest thereon.

2 53. That calculation of individual damages for the members of the Wage Class may at
3 some point be required does not foreclose the possibility of taking common evidence on questions
4 regarding their entitlement to overtime compensation.

5 54. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of the
6 Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

7 55. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request
8 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

9 **SECOND CAUSE OF ACTION**
10 **FAILURE TO PAY OVERTIME WAGES**
11 **(On Behalf of the Overtime Class)**
12 **(Against All Defendants)**

13 56. Plaintiff incorporates by reference and realleges each and every one of the allegations
14 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

15 57. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in
16 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
17 the rate of no less than one and one-half times the regular rate of pay for any employee."

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

23 59. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours
24 set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

25 60. Defendants, as a matter of established company policy and procedure, at each and
26 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 27 a. Administered a uniform company policy and practice as to the pay policies
28 regarding Plaintiff and the members of the Overtime Class; and

1 b. Scheduled to work and in fact required Plaintiff and the members of the Overtime
2 Class to work in excess of eight hours per workday and/or in excess of 40 hours
3 per workweek without paying overtime compensation for all hours they were
4 under Defendants' control.

5 c. Paid the Overtime Class various additional forms of non-discretionary
6 remuneration, including, but not limited to, "Spot Bonus," "Paychex incentive,"
7 and other forms of non-discretionary pay; and

8 d. Failed to pay the Plaintiff and the members of the Overtime Class at the legal rate
9 reflecting all applicable forms of remuneration for all overtime hours worked as
10 required by law.

11 61. Defendants' pattern, practice, and uniform administration of corporate policy
12 regarding illegal employee compensation as described herein is unlawful and creates an entitlement,
13 under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of the Overtime
14 Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums owing.

15 62. That calculation of individual damages for the members of the Overtime Class may
16 at some point be required does not foreclose the possibility of taking common evidence on questions
17 regarding their entitlement to overtime compensation.

18 63. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of the
19 Overtime Class seek recovery of pre-judgment interest on all amounts recovered herein.

20 64. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Class request
21 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

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THIRD CAUSE OF ACTION
FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS
(On Behalf of the Meal Period Class)
(Against All Defendants)

65. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

66. Labor Code § 226.7(b) provides that “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

67. Labor Code § 512 provides that “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

68. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

69. Section 11(C) of the IWC Wage Orders provides “Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the 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.”

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1 70. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to provide
2 an employee a meal period in accordance with the applicable provisions of this order, the employer
3 shall pay the employee 1 hour of pay at the employee’s regular rate of compensation for each
4 workday that the meal period is not provided.”

5 71. On one or more occasions, the members of the Meal Period Class worked over five
6 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30 minutes
7 prior to exceeding five hours of employment. Further, the members of the Meal Period Class did
8 not validly or legally waive their meal periods, by mutual consent with Defendants or otherwise.
9 Additionally, the members of the Meal Period Class did not enter into any written agreement with
10 Defendants agreeing to an on-duty paid meal period.

11 72. As a matter of Defendants’ established company policy, Defendants failed to always
12 comply with the meal period requirements established by Labor Code §§ 226.7, 512, and 516, and
13 Section 11 of the IWC Wage Order(s) by failing to always provide the members of the Meal Period
14 Class with a first and in some cases a second legally compliant meal period.

15 73. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which
16 states “If an employer fails to provide an employee a meal or rest or recovery period in accordance
17 with a state law, including, but not limited to, an applicable statute or applicable regulation, standard,
18 or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards
19 Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one
20 additional hour of pay at the employee’s regular rate of compensation for each workday that the
21 meal or rest or recovery period is not provided.,” Plaintiff and the members of the Meal Period Class
22 are entitled to damages in an amount equal to one (1) additional hour of pay at each employee’s
23 regular rate of compensation for each work day that the meal period was not provided, in a sum to
24 be proven at trial.

25 74. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period
26 Class seek recovery of pre-judgment interest on all amounts recovered herein.

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FOURTH CAUSE OF ACTION
FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
(On Behalf of the Rest Period Class)
(Against All Defendants)

75. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

76. Labor Code § 226.7(b) provides, “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

77. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

78. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

79. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269, the California Supreme Court held that “during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time.” The court further noted that employees must be free to “[take a] brief walk,” or “take care of other personal matters...” (*Id.* at p. 270.)

80. Section 12(B) of the IWC Wage Order(s) states, “If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

1 81. The members of the Rest Period Class sometimes worked over four hours per shift.
2 Further, the members of the Rest Period Class sometimes worked over six hours per shift and in
3 some cases over 10 hours per shift.

4 82. The members of the Rest Period Class are entitled to a rest period of not less than 10
5 minutes for every four hours of work or major fraction thereof.

6 83. As a matter of Defendants' established company policy, Defendants failed to always
7 authorize and permit legally compliant rest periods. Defendants did not authorize and permit rest
8 periods for shifts every four hours or major fraction thereof, failed to relinquish control over how
9 employees spent their break time, required the members of the Rest Period Class to carry personal
10 cellphones, prevented the members of the Rest Period Class from taking uninterrupted rest periods,
11 exerted coercion against the taking of legally protected breaks, and/or forbid members of the Rest
12 Period Class from leaving Defendants' facilities.

13 84. Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) instructs that "if
14 an employer fails to provide an employee a meal or rest period in accordance with an applicable
15 order of the Industrial Welfare Commission, the employer shall pay the employee one additional
16 hour of pay at the employee's regular rate of compensation for each work day that the meal or rest
17 period is not provided," the members of the Rest Period Class are entitled to damages in an amount
18 equal to one (1) additional hour of pay at each employee's regular rate of compensation for each
19 work day that one or more rest periods were not so provided.

20 85. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest Period
21 Class seek recovery of pre-judgment interest on all amounts recovered herein.

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FIFTH CAUSE OF ACTION
FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(On Behalf of the Wage Statement Class)
(Against All Defendants)

86. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

87. Labor Code § 226(a) states in pertinent part, “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

88. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay....”

89. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by the members of the Wage Statement Class, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

90. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all applicable

1 hourly rates in effect during each respective pay period and the corresponding number of hours
2 worked at each hourly rate by each respective individual. Defendants have committed further facial
3 and derivative violations of Labor Code §§ 226(a)(1)-(9), as further addressed herein and above.

4 91. As set forth herein in prior causes of action, Defendants failed to pay the members
5 of the Wage Statement Class all wages due and owing.

6 92. As a result of this failure to pay wages and as a pattern and practice in violation of
7 Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants knowingly and intentionally
8 failed to furnish accurate wage statements to the members of the Wage Statement Class, including,
9 but not limited to, failing to provide the beginning and ending of each work period, meal period
10 interval, total daily hours worked, total hours worked per pay period, and the applicable rates of pay.

11 93. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
12 employee suffers injury if the employer fails to provide accurate and complete information as
13 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
14 promptly and easily ascertain requisite information without reference to other documents or
15 information. Here, the members of Wage Statement Class suffered injury because, due to
16 Defendants' failure to pay all wages due and owing, Defendants failed to provide accurate and
17 complete information as required by one or more items listed in Labor Code § 226(a)(1)-(9).

18 94. In addition, the members of the Wage Statement Class have suffered injury as a result
19 of Defendants' failure to maintain accurate records for the members of the Wage Statement Class
20 in that the members of the Wage Statement Class were not timely provided written accurate itemized
21 statements showing all requisite information, including but not limited to total hours worked by the
22 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and
24 the IWC Wage Orders § 7(A), such that the members of the Wage Statement Class were misled by
25 Defendants as to the correct information regarding various items, including but not limited to total
26 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the
27 pay period and the corresponding number of hours worked at each hourly rate.

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1 95. The actual injuries suffered by the members of the Wage Statement Class as a result
2 of Defendants' knowing and intentional failure to provide accurate records for the members of the
3 Wage Statement Class include but are not limited to:

- 4 a. Confusion over whether they received all wages owed them by Defendants;
5 b. The difficulty and expense of attempting to reconstruct time and pay records;
6 c. Being forced to engage in mathematical computations to analyze whether
7 Defendants' wages in fact compensated for all hours worked;
8 d. The inability to accurately calculate wage rates complicated by the fact that wage
9 statement information required by Labor Code § 226 is missing;
10 e. That such practice prevents the members of the Wage Statement Class from being
11 able to effectively challenge information on their wage statements; and/or
12 f. The difficulty and expense of filing and maintaining this lawsuit, and the
13 discovery required to collect and analyze the very information that California law
14 requires.

15 96. Under Labor Code § 226(e), the members of the Wage Statement Class are entitled
16 to \$50.00 per employee for the initial pay period in which a violation hereunder occurs and \$100.00
17 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of
18 \$4,000.00.

19 97. Under Labor Code § 226(g), the currently employed members of the Wage Statement
20 Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226.

21 98. Under Labor Code §§ 226(e)/(g), the members of the Wage Statement Class are also
22 entitled to an award of costs and reasonable attorneys' fees.

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SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(On Behalf of the Failure to Timely Pay Class)
(Against All Defendants)

99. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

100. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.”

101. As detailed above, Defendants maintained a consistently applied policy and practice of not paying the members of the Failure to Timely Pay Class all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Furthermore, Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period pursuant to Labor Code § 204(d).

102. Defendants had a consistent and uniform policy, practice, and procedure of failing to comply with Labor Code § 204 with regard to Plaintiff and the members of the Failure to Timely Pay Class. Thus Plaintiff and the members of the Failure to Timely Pay Class are entitled to recovery under Labor Code §§ 204 and/or 210.

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SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(On Behalf of the Termination Pay Class)
(Against All Defendants)

103. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

104. Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to 30 days from the due date thereof, until paid or until an action therefor is commenced.

105. The members of the Termination Pay Class are no longer employed by Defendants as they were either fired from or quit Defendants' employ.

106. Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to pay the earned wages of Defendants' former employees, as set forth above, according to amendment or proof.

107. As set forth above, Defendants willfully failed to pay the members of the Termination Pay Class their entire wages due and owing at the time of their termination or within seventy-two hours of their resignation and failed to pay those sums for up to 30 days thereafter.

108. Defendants' willful failure to pay wages to the members of the Termination Pay Class violates Labor Code § 203 because Defendants knew or should have known wages were due to the members of the Termination Pay Class, as set forth above, but Defendants failed to pay them.

109. Thus, the members of the Termination Pay Class are entitled to recovery under Labor Code § 203.

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EIGHTH CAUSE OF ACTION
ILLEGAL WAGE DEDUCTIONS UNDER LABOR CODE § 221
(On Behalf of the Unauthorized Deduction Class)
(Against All Defendants)

110. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

111. Labor Code § 221 states “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

112. As a matter of Defendants’ established company policy, Defendants willfully and intentionally made deductions from the wages of the members of the members of the Unauthorized Deduction Class during the appropriate time period, including but not limited to deductions from requiring off-the-clock work, as well as understating the hours worked by Employees, and by not lawfully providing meal periods and rest periods, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by the members of the Unauthorized Deduction Class, as addressed in detail above.

113. By not compensating Employees for all hours worked, and by failing to compensate them at the required regular and overtime rates of pay, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

114. As a direct and proximate result of Defendants’ improper wage deductions, the members of the Unauthorized Deduction Class have been damaged in an amount according to proof at the time of trial.

115. The members of the Unauthorized Deduction Class seek reimbursement of such illegal wage deductions. Further, the members of the Unauthorized Deduction Class are entitled to recover from Defendants the full amount of all illegal wage deductions, plus penalties, interest, reasonable attorneys’ fees and costs of suit.

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NINTH CAUSE OF ACTION
FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES
(On Behalf of the Expense Reimbursement Class)
(Against All Defendants)

116. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

117. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

118. Labor Code § 2804 states in pertinent part, “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

119. As a matter of Defendants’ established company policy, Defendants required the members of the Expense Reimbursement Class to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to the use of personal cell phones for work-related activities, such as timekeeping, and communications with management, as required by Defendants. Defendants are legally required to reimburse the members of the Expense Reimbursement Class for all necessary expenditures.

120. Defendants failed to fully and reasonably reimburse the members of the Expense Reimbursement Class for all necessary expenditures, including but not limited to the aforementioned expenditures.

121. As a proximate result of the aforementioned violations of Labor Code § 2802(a), the members of the Expense Reimbursement Class have been damaged and are entitled to recovery from Defendants of the unpaid balance for all necessary expenditures, including but not limited to the aforementioned expenditures, in an amount according to proof at the time of trial.

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1 122. Under Labor Code § 2802(b), the members of the Reimbursements Class request that
2 the Court award interest at the same rate as judgments in civil actions, accruing from the date on
3 which each member of the Reimbursements Class incurred the necessary expenditure or loss.

4 123. Under Labor Code § 2802(c), the members of the Reimbursements Class request that
5 the Court award reasonable attorneys' fees and costs incurred by them in this action.

6 **TENTH CAUSE OF ACTION**

7 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

8 **(On Behalf of the UCL Class)**

9 **(Against All Defendants)**

10 124. Plaintiff incorporates by reference and realleges each and every one of the allegations
11 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

12 125. Business & Professions Code § 17200 provides, in pertinent part, "unfair competition
13 shall mean and include any unlawful, unfair or fraudulent business act." Defendants have engaged
14 in unlawful, unfair and fraudulent business acts or practices prohibited by Business & Professions
15 Code § 17200, including those set forth in the preceding and foregoing paragraphs of the complaint,
16 thereby depriving the members of the UCL Class of the minimum working standards and conditions
17 due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

18 126. Business & Professions Code § 17204 provides that an action for any relief from
19 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
20 money or property as a result of such unfair competition.

21 127. Business & Professions Code § 17205 provides that unless otherwise expressly
22 provided, the remedies or penalties provided for unfair competition "are cumulative to each other
23 and to the remedies or penalties available under all other laws of this state."

24 128. Defendants have engaged in unfair business practices in California by practicing,
25 employing and utilizing the employment practices outlined in the preceding paragraphs,
26 specifically, by requiring employees to perform the labor services complained of herein without the
27 requisite compensation.

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129. Defendants' use of such practices constitutes an unfair business practice and unfair competition and provides an unfair advantage over Defendants' competitors.

130. Plaintiff has suffered injury in fact and has lost money or property as a result of such unfair competition.

131. Plaintiff seeks full restitution from Defendants, as necessary and according to proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the unfair practices complained of herein. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will continue to practice, employ, and utilize the employment practices outlined in the preceding paragraphs.

132. Therefore, Plaintiff requests that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct. Furthermore, Plaintiff seeks the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For the Court to issue an Order certifying the Classes herein, appointing the named Plaintiff as representative of all others similarly situated, and appointing all law firms representing all named Plaintiffs as counsel for the members of the Classes;

2. As to the First Cause of Action for Failure to pay minimum wages: For recovery of compensatory damages for all unpaid minimum wages due and owing at the appropriate rate for all work performed; and liquidated damages as authorized by Labor Code § 1194.2(a), from at least four (4) years prior to the filing of this action, according to proof;

3. As to the Second Cause of Action for Failure to pay wages and overtime: For recovery of compensatory damages of all unpaid overtime and double-time due and owing at the appropriate rates for all worked performed from at least four (4) years prior to the filing of this action, according to proof;

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4. As to the Third Cause of Action for Failure to authorize and permit meal periods:
For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal period was not provided, pursuant to Labor Code § 226.7 and applicable Wage Orders;

5. As to the Fourth Cause of Action for Failure to authorize and permit rest periods: For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a rest period was not provided, pursuant to Labor Code § 226.7 and applicable Wage Orders;

6. As to the Fifth Cause of Action for Failure to timely furnish accurate itemized wage statements: For recovery of statutory penalties as authorized by Labor Code § 226(e);

7. As to the Sixth Cause of Action for Violation of Labor Code § 204: For recovery of statutory damages as authorized by Labor Code §§ 204 and/or 210;

8. As to the Seventh Cause of Action for Violation of Labor Code § 203: For recovery of waiting time penalties for all former Employees of the Termination Class as authorized by Labor Code § 203;

9. As to the Eighth Cause of Action for Illegal wage deductions under Labor Code § 221: For restitution and damages of all wages unlawfully withheld or deducted in; and applicable penalties under Labor Code § 225.5;

10. As to the Ninth Cause of Action for Failure to reimburse necessary business expenses: For restitution of the unpaid balance for all necessary expenditures and losses incurred in direct consequence of the discharge of Defendants' duties; and interest thereon at the same rate as judgments in civil actions, accruing from the date on which each member of the Reimbursements Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);

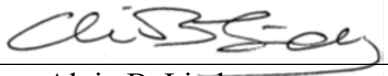
11. As to the Tenth Cause of Action for Violation of Business & Professions Code § 17200 et seq.: For an accounting, under administration of Plaintiff and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the Classes who are owed monies by Defendants; an order requiring Defendants to identify each of the members of the Classes by name, home address, home telephone

1 number and, if available, email address; an order requiring Defendants to make full restitution and
2 payment under California law; an order for a preliminary and/or permanent injunction prohibiting
3 Defendants from engaging in the acts complained of herein; the creation of an administrative process
4 wherein each injured member of the Classes may submit a claim in order to receive his/her money;
5 and all other appropriate injunctive, declaratory and equitable relief;

6 12. As to All Causes of Action: For an award of reasonable attorneys' fees and costs
7 incurred; pre-judgment and post-judgment interest, and such other and further relief as this Court
8 may deem just and proper.

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10 DATED: May 28, 2026

D.LAW, INC.

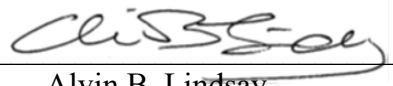
11
12 By 
13 Alvin B. Lindsay
14 William Tran
15 Nicholas Demirjian
16 Attorneys for Plaintiff
17 HAMIDREZA MOZAFARI and
18 all others similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff HAMIDREZA MOZAFARI hereby demands trial of his claims by jury to the extent authorized by law.

DATED: May 28, 2026

D.LAW, INC.

By 
Alvin B. Lindsay
William Tran
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