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County of San Diego
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Clerk of the Superior Court
By A. Vargas ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF SAN DIEGO

PRINCESS HORTON-WILLIAMS, an individual, on behalf of herself, others similarly situated, the State of California, and aggrieved employees pursuant to the Private Attorneys General Act (PAGA)

Plaintiffs,

vs.

ROMAINE EMPIRE, INC. DBA FARMER'S FRIDGE, a Delaware corporation; and DOES 1 through 50,

Defendants.

Case No.: 26CU034603C

CLASS AND PAGA ACTION
(this filing is per Lab Code sec. 2699.3(a)(2)(C))

Judge: Hon. Michael D. Washington
Dept.: 73

INDIVIDUAL, CLASS, AND PAGA ACTION FIRST AMENDED COMPLAINT FOR:

1. **Failure to Make Payments Within the Required Time;**
2. **Failure to Provide and Maintain Records;**
3. **Failure to Reimburse Work Related Expenses; and**
4. **Violation of Bus. & Prof. Code §§ 17200, *et seq.***

Comp. Filed: June 25, 2026

Plaintiff PRINCESS HORTON-WILLIAMS, on behalf of herself, the putative Class (collectively, "Class Members" or "Plaintiffs"), the State of California, and Aggrieved Employees pursuant to the Private Attorneys General Act (PAGA) alleges the following:

NATURE OF THE ACTION.

1. Plaintiff brings her individual claims under the statutes identified below, her class claims pursuant to Code of Civil Procedure § 382, and her representative claims pursuant to Labor Code sections 2698 *et seq*.

2. By this action, Plaintiff seeks all remedies available on behalf of herself and the putative class for Defendants' violations of California law.

JURISDICTION AND VENUE.

3. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California for the County of San Diego because Plaintiffs allege claims arising under California law.

4. This Court has jurisdiction over the Defendants because each is an association, corporation, business entity, or individual that conducts substantial business in the State of California.

5. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the Superior Court of California for the County of San Diego because Defendants are doing business in the County of San Diego, California and some of the misconduct occurred in the County of San Diego. *See* www.farmersfridge.com.

THE PARTIES.

6. The State of California is the real party in interest in a PAGA action. *Kim v. Reins Int'l California, Inc.,* 9 Cal. 5th 73, 81 (2020) (the "government entity on whose behalf the plaintiff files suit is always the real party in interest.").

7. Plaintiff PRINCESS HORTON-WILLIAMS is an individual and resident of California.

8. Defendant ROMAINE EMPIRE, INC. DBA FARMER'S FRIDGE is a

Delaware corporation doing business in California.

9. The true names and capacities, whether individual, corporate, associate or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50 when their names are ascertained. Plaintiffs are informed and believe, and based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs for the events and actions alleged herein.

10. Unless otherwise specified by name, the named Defendants and DOES 1 through 50 will be collectively referred to as "Defendants."

11. Plaintiffs are informed and believe, and based thereon allege, that each Defendant acted as an agent, joint venturer, member of an integrated enterprise, and/or alter ego for each of the other Defendants and each was a co-conspirator with respect to the acts and the wrongful conduct alleged herein so that each is responsible for the acts of the other pursuant to the conspiracy and in proximate connection with the other Defendant(s).

12. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was acting partly within and partly without the scope and course of their employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

13. Plaintiffs are informed and believe, and based thereon allege that each of the Defendants was an agent, managing general partner, managing member, owner, co-owner, partner, employee, and/or representative of each of the Defendants and was acting within the purpose and scope of such agency, employment, contract and/or representation, and that each of them is jointly and severally liable to Plaintiffs.

14. Plaintiffs are informed and believe, and based thereon allege that each of the Defendants is liable to Plaintiffs under legal theories and doctrines including but

not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts set forth below.

15. Plaintiffs are informed and believe, and based thereon allege that each named Defendant is part of an integrated enterprise and has acted or currently acts as the employer and/or joint employer of the Plaintiffs making each of them liable for the wage and hour violations alleged herein.

16. Plaintiffs are informed and believe, and therefore allege, that one or more of the named Defendants are liable to the Plaintiffs under legal theories and doctrines including but not limited to (1) the common law joint employer doctrine and/or (2) Labor Code § 2810.3 because at least one of these named Defendants worked as the central hub to an overall business operation by which the interrelationship between these Defendants makes each of the Defendants liable for the wage and hour violations alleged herein.

GENERAL ALLEGATIONS.

17. Defendants are in the food preparation and delivery business.

18. During all times relevant, Defendants employed the named Plaintiff as a nonexempt food delivery driver until her wrongful termination on or about February 13, 2026.

Failure to Timely Provide Records.

19. During all times relevant, Plaintiffs are informed and believe, and on that basis allege, that pursuant to company policy and/or practice and/or direction, Defendants willfully failed to timely provide and/or to provide the complete contents of payroll records and employee personnel files to Plaintiff and Class Members.

20. On or about April 9, 2026, Plaintiff HORTON-WILLIAMS, via counsel, sent correspondence to Defendant requesting access to Plaintiff's payroll records and employee personnel file.

21. On May 5, 2026, Defendants, via counsel, provided an untimely partial production of records.

22. Missing from Defendants' May 5, 2026 document production was, among other things, Plaintiff's time records, the applicable employee handbooks, a W-4, and other employment records.

23. On June 22, 2026, Plaintiff HORTON-WILLIAMS, via counsel, sent correspondence to Defendants' counsel requesting the complete file.

24. Notwithstanding the foregoing and as of the date of this action, Defendants have failed to provide all of Plaintiff HORTON-WILLIAMS's requested records in violation of Labor Code §§ 226, 247.5, 432, and 1198.5. *See Iljas v. Ripley Entm't Inc.*, 403 F. Supp. 3d 793, **19-20 (N.D. Cal. 2019) (held summary judgement granted to former Claimant-employee for claims via LC 226 and 1198.5 for failure to provide wage statements thus awarding penalties, fees, and costs); *Harper v. Charter Communs.*, LLC, 2021 U.S. Dist. LEXIS 28747, *61-62 (E.D. Cal. 2021) (court denied defendant's MSJ where Claimant-employee showed evidence that defendant-employer failed to timely provide all wage statements, corrective action reports, letters related to their termination, and commission plan documents and receipts in its production); *County v. Cedars-Sinai Med. Ctr*., 2020 Cal. Super. LEXIS 52468, *5 (court denied defendant's demurrer to Claimant's Lab. Code 226 claim that defendant failed to produce time records and employee handbooks).

Failure to Reimburse.

25. During all times relevant, Plaintiffs are informed and believe, and on that basis allege that pursuant to company policy and/or practice and/or direction, Defendants required Plaintiff and Class Members to incur various work-related expenses that were never reimbursed.

26. Plaintiffs are informed and believe and based thereon allege the unreimbursed expenses incurred by Plaintiff and Class Members included, but were not limited to, personal cell phone use and data plans necessary to perform their work. *See Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014) ("We hold that when employees must use their personal cell phones for work-related calls,

Labor Code section 2802 requires the employer to reimburse them.")

27. For example, Defendants required the named Plaintiff and Class Members to complete training (e.g., Employee Food Safety Course and Exam) from home or at work using their personal smartphones/computers and/or home internet to complete work-related tasks, yet Defendants did not reimburse them for their cell phone and/or internet usage.

28. Similarly, Defendants required Plaintiff and Class Members to use their smartphones to download an application to be used for work purposes (e.g., to clock in and out), however, Defendants did not reimburse them for their cell phone and internet usage.

Failure to Provide and Maintain Records.

29. Plaintiffs are informed and believe, and on that basis allege, that during the relevant period Defendants failed to comply with Labor Code § 1174 by failing to make and maintain accurate payroll and time records as required by law.

30. By way of example, on April 9, 2026, Plaintiff, through counsel, requested copies of her payroll and time records pursuant to the California Labor Code.

31. Despite that request, Defendants have failed and continue to fail to produce Plaintiff's time records.

32. Plaintiffs are informed and believe, and on that basis allege, that Defendants' inability or refusal to produce Plaintiff's time records is evidence that Defendants failed to make and/or maintain the records required by Labor Code § 1174 or otherwise failed to preserve those records as required by law.

Untimely Pay Claims.

33. During all times relevant, Plaintiffs are informed and believe, and on that basis allege that pursuant to company policy and/or practice and/or direction, Defendants willfully failed to comply with Labor Code §§ 201, 202, and 203 by paying Plaintiff and terminated Class Members in an untimely manner.

34. Labor Code §§ 201, 202, and 203 require employers to timely pay all

wages due upon an employee's separation from employment. An employer that willfully fails to do so is liable for waiting time penalties under Labor Code § 203.

35. During all times relevant, Defendants maintained policies, practices, and/or customs that failed to comply with the timely-payment requirements of Labor Code §§ 201, 202, and 203.

36. Plaintiff worked for Defendants from approximately February 6, 2026, through February 12, 2026.

37. On or about February 12, 2026, Defendants suspended Plaintiff without pay while purportedly investigating her driving record, which is the last day she reported for work.

38. On or about February 13, 2026, Defendants decided to terminate Plaintiff's employment and, on February 16, 2026, informed Plaintiff by telephone that her employment had been terminated after Plaintiff refused Defendants' request that she voluntarily resign.

39. Rather than making Plaintiff's final wages immediately available upon her discharge per Labor Code § 201, Defendants advised Plaintiff they would transmit the funds electronically.

40. On February 16, 2026, however, Plaintiff did not receive her final wages.

41. On February 17, 2026, Plaintiff notified Defendants that she had not received her final wages.

42. Defendants responded that payment had been delayed because February 16, 2026, was Presidents' Day and represented that Plaintiff would receive payment by the end of February 17, 2026.

43. On February 17, 2026, Plaintiff did not receive her final wages.

44. On February 18, 2026, Plaintiff again notified Defendants that she still had not received her final wages.

45. Defendants informed Plaintiff: "We will write a manual check & send it to you via overnight shipping. Once we actually have the dollars returned to us, we can

then initiate the manual check process!"

46. Plaintiff requested permission to retrieve her final paycheck directly from Defendants' office.

47. Defendants refused, stating they could not issue payment until the wire transfer funds had been returned.

48. Plaintiff continued to follow up with Defendants regarding the status of her final wages.

49. Defendants repeatedly represented that a manual check would be prepared and mailed once their accounting department processed the returned wire transfer.

50. On February 20, 2026, Defendants advised Plaintiff that the rejected wire transfer had finally been received and represented that a manual check would be prepared and available for pickup the following week.

51. Plaintiff explained that she could not wait because the situation constituted a financial emergency and again requested immediate payment, but Defendants refused.

52. On February 26, 2026, Plaintiff again contacted Defendants regarding her final paycheck.

53. Defendants responded the following day that their payroll personnel had unexpectedly been out of the office and represented that the check would be mailed immediately and available for pickup the following day.

54. Plaintiff did not receive her final paycheck until March 2, 2026.

55. During all times relevant, Defendants had the ability to immediately issue Plaintiff a manual check or otherwise tender payment of all wages due but elected not to do so because of their internal payroll procedures, which does not excuse compliance with Labor Code § 201.

56. Defendants willfully failed to timely pay Plaintiff all wages due upon her discharge.

57. Plaintiff's final wages were not paid until approximately fourteen (14) days

after her termination, in violation of Labor Code §§ 201 and 203.

REPRESENTATIVE ACTION (PAGA) CLAIMS

58. This representative action filed pursuant to PAGA, §§ 2698, 2699 generally consists of the following group:

> **All current and former California employees of Defendants against whom the same Labor Code violations personally suffered by Plaintiff and identified in her LWDA notice were committed during the PAGA Period.**

59. All members of the represented group are referred to as the "Aggrieved Employees."

60. The "PAGA Period" means from **June 25, 2025 to the present**.

61. Plaintiff further alleges, on information and belief, that Aggrieved Employees did not receive all wages due at the time their employment ended with Defendants.

62. On information and belief, Defendants' current and former employees were subject to wage and hour violations by Defendants, including failing to be paid for all wages due.

63. California law provides that an employee may file an action against an employer for penalties in connection with violations of the Labor Code and Wage Orders provided the aggrieved employee file an action on behalf of him or herself and similarly situated current and former employees.

64. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set forth in Labor Code § 558.

65. As set forth in further detail below, because of the analysis and investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required correspondence to the California Labor and Workforce Development Agency (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs' intent to pursue litigation.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

66. Pursuant to the PAGA, on **June 25, 2026**, Plaintiffs, via counsel, sent correspondence to the LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs are pursuing the claims alleged in this Complaint. *See* LWDA Case No. LWDA-CM-1186832-26.

67. The statutory waiting period has expired and the LWDA did not serve Plaintiffs with notice of intent to assume jurisdiction over the applicable penalty claims and did not provide notice as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period.

68. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies to pursue claims and remedies as authorized by the PAGA.

69. The causes of action alleged herein are appropriately suited for a representative action under the PAGA (Labor Code § 2698, *et seq*.) because: (a) This action involves allegations of violations of provisions of the California Labor Code that provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees; (b) Plaintiffs are "aggrieved employees" because Defendants employed the named Plaintiff and Plaintiff is the victim of one or more of the Labor Code violations alleged in this Complaint committed by the Defendants; and (c) Plaintiffs have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

CLASS ACTION ALLEGATIONS.

70. Plaintiff seeks to represent the classes and/or subclasses composed of and defined as follows:

All nonexempt employees Defendants employed in the State of California from June 25, 2022 to the present.

71. Plaintiff also seeks to represent the following subclasses composed of and defined as follows:

Recordkeeping Subclass: All Class Members who, during the relevant period, worked for Defendants whose records Defendants did not maintain properly under California law.

Failure to Timely Provide or Failure to Provide Records Subclass: All Class Members who, during the relevant period, worked for Defendants whose records were requested whose records were produced untimely or never produced at all.

Waiting Time Penalty Subclass: All Members of the Plaintiff Class who worked for Defendants during the relevant period, but whose employment ended during the relevant period.

Unreimbursed Expense Subclass: All Members of the Plaintiff Class who, during the relevant period, incurred unreimbursed work-related expenses.

UCL Subclass: All Members of the Plaintiff Class, who, during the relevant period, worked for Defendants and who seek restitution.

72. Plaintiff reserves the right under the California Rules of Court, to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

73. This action is brought and may properly be maintained as a Class Action because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity.

74. The potential members of the Class as defined are so numerous or many,

that joinder of all the members of the Class is impracticable.

75. While the precise number of Class Members is undetermined at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, a sufficient number of putative Class Members to make class treatment appropriate.

76. Accounting for employee turnover during the relevant periods necessarily increases this number substantially.

B. Commonality.

77. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members.

78. Common questions of law and fact include, without limitation and subject to possible further amendment, the following:

a. Whether putative Class Members may recover waiting time penalties;

b. Whether Defendants violated Labor Code § 2802 by failing to reimburse putative Class Members for business expenses; and

c. Whether Plaintiffs and the members of the Class may recover remedies pursuant to Business & Professions Code §§ 17200, *et seq.*

C. Typicality.

79. Plaintiffs' claims are typical of the claims of the Class because Plaintiffs and all members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct and policies in violation of statutes, regulations having the force and effect of law, and other legal requirements.

D. Adequacy of Representation.

80. Plaintiff is a member of the Class, does not have any conflicts of interest with other Class Members, and will prosecute the case vigorously on behalf of the

Class.

81. Counsel representing Plaintiff and the putative Class is competent and experienced in litigating employment class actions.

82. The named Plaintiff maintains she will fairly and adequately represent and protect the interests of the Class Members.

E. Superiority of Class Action.

83. A class action is superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class.

84. Each Class Member was damaged or suffered injury and may recover remedies by reason of Defendants' illegal policies and/or practices.

85. Class Action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

86. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude maintenance as a Class Action.

87. For the reasons alleged in this Complaint, this action should be certified as a Class Action.

FIRST CAUSE OF ACTION

Individual, Class, and PAGA Claim for

Failure to Timely Pay Earned Wages in

Violation of Labor Code §§ 201, 202, and 203

(Against all Defendants)

88. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

89. Pursuant to Labor Code § 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable

immediately."

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

91. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ..."

92. Based on the misconduct alleged herein, Defendants did not properly pay Plaintiff and potentially other Class Members pursuant to the requirements of Labor Code §§ 201 and/or 202 and, therefore, Plaintiffs seek the remedies sought in this Complaint.

93. Based on the misconduct alleged herein, Plaintiff, on behalf of herself and the Class, seeks the recovery of unpaid wages, waiting time penalties, interest, attorneys' fees, costs, damages, and other remedies in a manner and an amount to be proven at trial.

SECOND CAUSE OF ACTION

Individual, Class, and PAGA Claim for

Failure to Maintain and Provide Records in Violation of Labor Code §§ 226, 247.5, 432, 1174, 1198.5, and 1198 via the Applicable Wage Order

(Against All Defendants)

94. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

95. California Labor Code § 226, subdivision (b), requires employers doing business in the State of California to "afford current and former employees the right

to inspect or copy records pertaining to their employment, upon a reasonable request to the employer…" and subdivision (c), requires employers to produce such records within "21 calendar days from the date of the request."

96. Plaintiff maintains the records requested fall within the meaning of Labor Code § 226 because, among other reasons, the requested documents are "records pertaining to [Plaintiff's] employment." (*See e.g*., *County v. Cedars-Sinai Med. Ctr*., 2020 Cal. Super. LEXIS 52468, *5 [denied defendant's demurrer to Claimant's LC § 226 claim because defendant failed to timely produce time records and employee handbooks.])

97. California Labor Code § 247.5, provides, "An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226."

98. California Labor Code § 432 requires employers doing business in the State of California to provide current, former employees, and applicants copies of all written instruments they sign upon request.

99. Plaintiff maintains the records requested fall within the meaning of Labor Code § 432 because some of the records requested constitute written instruments the Plaintiff signed.

100. California Labor Code § 1198.5, *et seq*., similarly provides current and former employees the right to inspect their employee personnel records and requires the employer to provide the employee access to such records no later than 30 calendar days from the date the employer receives a written request.

101. Plaintiff maintains the records requested fall within the meaning of Labor Code § 1198.5, *et seq*. because they were part of and/or related to Plaintiff's personnel file within the meaning of Labor Code § 1198.5. (*See e.g*., *Zaman v. Kelly*

Services, Inc. (N.D. Cal. 2016) 2016 U.S. Dist. LEXIS 133805 *; 2016 WL 5462706 [court denied defendant's MSJ where Claimant-employee showed evidence that defendant-employer failed to timely provide personnel file information in violation of LC § 1198.5.]; *Harper v. Charter Communs.*, LLC (E.D. Cal. 2021) 2021 U.S. Dist. LEXIS 28747, *61-62 [court observed "the case law indicates that *§ 1198.5* "intends a broad definition of 'personnel file'" and denied defendant's MSJ where Claimant-employee showed evidence that defendant-employer failed to timely provide all wage statements, corrective action reports, letters related to their termination, and commission plan documents and receipts in its production.]; *Iljas v. Ripley Entm't Inc.* (N.D. Cal. 2019) 403 F.Supp.3d 793, **19-20 [granting MSJ to former Claimant-employee for claims via LC § 226 and § 1198.5 for failure to provide wage statements thus awarding penalties, fees, and costs.]; *Harris v. Best Buy Stores, L.P*. (N.D. Cal. 2016) 2016 U.S. Dist. LEXIS 100538, *30 [holding that common sense dictates that a termination letter "relates to" an employee's performance and that any failure to produce such letter within 30 days of the request would trigger liability under § 1198.5.]; *Wellpoint Health Networks, Inc. v. Superior Court (1997) 59 Cal. App. 4th 110, 124* ("*[Section 1198.5*] intends a broad definition of 'personnel file' to preclude employers from assigning documents to files having some other name, and then refusing access to the documents on the ground that they are not contained in the 'personnel file.'"]; *Cortez v. Chipotle Mexican Grill, Inc.* (9th Cir. 2021) 2021 U.S. App. LEXIS 22534, *5-6 [affirmed District Court's decision that defendant's failure to timely produce two unsigned performance reviews violated LC § 1198.5.])

102. As it pertains to "records," § 7 of applicable Wage Order, in relevant part, provides:

> (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. Meal periods during which operations cease and authorized rest periods need not be recorded.
> (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
> (5) Total hours worked in the payroll period and applicable rates of pay. **This information shall be made readily available to the employee upon reasonable request.**

Emphasis added.

103. Plaintiffs seek to recover penalties from the Defendants for any violations of Labor Code §§ 226, 247.5, 432, 1174, 1198, and 1198.5 for failing to maintain certain records which employers are required to maintain, including but not limited to, an accurate record indicating the number of hours worked by the Plaintiffs.

104. Section 7 of the applicable Wage Order requires every employer to maintain time and payroll records.

105. Defendants failed to comply with § 7 of the applicable IWC Orders and with Labor Code § 1174 by failing to maintain certain records which employers are required to maintain, including, but not limited to, accurate payroll and time records.

106. Based on the misconduct alleged herein, Plaintiff, on behalf of herself and the Class, seeks the recovery of penalties, interest, attorneys' fees, costs, damages, and other remedies in a manner and an amount to be proven at trial.

THIRD CAUSE OF ACTION

Individual, Class, and PAGA Claim for

Failure to Indemnify/Reimburse Business Expenses in Violation of

Labor Code §§ 2802, 1198, and the Applicable Wage Order

(Against all Defendants)

107. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

108. California Labor Code § 2802 requires employers to indemnify

their employees for expenses and losses incurred while discharging their duties or obedience to the directions of their employer.

109. California Labor Code § 2804 prohibits waiver of this statutory right.

110. As alleged above, the named Plaintiff and Class Members were required to purchase and provide their own equipment, services, and supplies to work for Defendants.

111. Upon information and belief, Defendants maintained no policy of reimbursement of such expenses and refused to reimburse said expenses.

112. As a direct result of Defendants' violations of California Labor Code § 2802, the Plaintiffs and Class Members suffered and continue to suffer substantial losses related to unpaid expenses, the use and enjoyment of monies owed, lost interest on monies owed, and attorneys' fees in an amount to be proven at the time of trial.

113. Defendants derived an unjust and inequitable economic benefit in failing to comply with the law regarding indemnification and reimbursement of employees.

114. For Defendants' violations of California Labor Code § 2802, Plaintiff, on behalf of herself and the Class, seeks back-owed reimbursement for work-related expenses incurred, interest, statutory and equitable attorneys' fees, costs, and applicable penalties in an amount to be proven at trial.

FOURTH CAUSE OF ACTION

Individual and Class Claim for Remedies for Violations of the California Bus. & Prof. Code §§ 17200, *et seq.*

(Against all Defendants)

115. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

116. Defendants, and each of them, are "persons" as defined under Business and Professions Code § 17021.

117. Plaintiffs are informed and believe and based thereon allege that

Defendants committed the unfair business practices, as defined by Cal. Bus. & Prof. Code § 17200, *et seq*., by violating the laws alleged to have been violated in this Complaint and which allegations are incorporated herein by reference and which allegations include, but are not limited to:

a. Failing to make timely payments;

b. Failing to timely provide records; and

c. Failing to reimburse employees for all incurred work-related expenses.

118. Defendants' conduct, as alleged above, constitutes unlawful, unfair, and fraudulent activity prohibited by Business and Professions Code §§ 17200, *et seq*.

119. The unlawful and unfair business practices conducted by Defendants, and each of them, are ongoing and present a threat and likelihood of continuing against Plaintiffs and, accordingly, Plaintiffs seek injunctive relief where appropriate.

120. Plaintiffs have suffered injury in fact and lost money or property because of the aforementioned unfair competition.

121. Because of their improper acts, Defendants, and each of them, have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiffs and other employees and former employees of Defendants, and each of them.

122. Based on the misconduct alleged herein, Plaintiff, on behalf of herself and the Class, seeks restitution, injunctive relief, and an order requiring Defendants to disgorge their ill-gotten gains and restore to Plaintiffs and the Class all wrongfully withheld wages and other recoverable sums pursuant to Business and Professions Code §§ 17202 and 17203.

123. Plaintiff, on behalf of herself and the Class, has also incurred and continues to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial and for which Plaintiff seeks compensation pursuant to law including but not limited to Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. That Defendants be found liable to the Plaintiff and the Class;

2. For an order certifying this action as a class action;

3. For appointment of the named Plaintiff as the representative of the Class;

4. For appointment of counsel for Plaintiff as Class counsel;

5. That the Court award to Plaintiff and/or the Class damages in an amount subject to proof at trial;

6. For payment of all unpaid reimbursements subject to proof at trial;

7. That Defendants, and each of them, be ordered and enjoined to pay restitution to Plaintiffs and/or the California Class pursuant to Business and Professions Code §§ 17200-05;

8. That Defendants, and each of them, be required to issue to Plaintiffs and/or the Class payroll and personnel file records as required by law;

9. For all remedies available to the Plaintiffs under the applicable provisions of the Labor Code including an award of attorneys' fees, costs, interest, penalties and waiting time penalties according to proof to the extent permitted by law;

10. For all remedies available to the Plaintiffs on behalf of the State of California and Aggrieved Employees under the applicable provisions of the Labor Code via the PAGA Labor Code § 2698, *et seq*. including an award of attorneys' fees, costs, interest, and penalties according to proof to the extent permitted by law;

11. For special and general damages;

12. That Plaintiffs, on behalf of themselves and the Class be awarded reasonable attorneys' fees where available by law, including but not limited to pursuant to the Labor Code, Code of Civil Procedure § 1021.5, and/or other applicable laws; and

13. For any other relief the Court may deem just, proper, and equitable.

Dated: October 1, 2026

Law Office of Thomas D. Rutledge

By:/s/*Thomas D. Rutledge*
Thomas D. Rutledge
Attorney for Plaintiffs

PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On October 1, 2026, I served the foregoing document(s) described as:

INDIVIDUAL, CLASS, AND PAGA ACTION
FIRST AMENDED COMPLAINT

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California.

☒ **(BY E-MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for emailing. This correspondence was sent via email to the recipients' business email addresses identified above.

☐ (BY OVERNIGHT DELIVERY SERVICE) I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

Executed October 1, 2026, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

/s/*THOMAS D. RUTLEDGE*
THOMAS D. RUTLEDGE

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