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SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF SAN DIEGO

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

Plaintiffs,

vs.

WORKFORCE AS A SERVICE, INC.)
DBA "WORKWHILE", a Delaware)
corporation; SERVICE WORKERS)
LLC, a Delaware limited liability)
company; and DOES 1 through 100,)

Defendants.

Case No.: 26CL035956C

Judge: Hon. Euketa Oliver
Dept: C-75

**REPRESENTATIVE ACTION
FIRST AMENDED COMPLAINT
PURSUANT TO THE PAGA FOR:**

- 1. Failure to Pay State
Minimum/Regular/Local Wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Make Payments
Within the Required Time;**
- 4. Meal and Rest Break Labor Code
Violations;**
- 5. Failure to Provide Accurate
Wage Statements;**
- 6. Failure to Maintain and Timely
Provide Records;**
- 7. Failure to Reimburse Work
Related Expenses; and**
- 8. Sick Pay Violations**

Complaint Filed: July 6, 2026

1 Plaintiff PRINCESS HORTON-WILLIAMS, on behalf of the State of
2 California and acting for the interests of other current and former employees
3 (“Aggrieved Employees” or “Plaintiffs”), alleges the following:

4 **NATURE OF THE ACTION.**

5 1. Plaintiff is not suing in her individual capacity¹ and proceeding herein
6 under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§
7 2698, *et seq.*, seeking nonindividual civil penalties on behalf of the State of California
8 and for all Aggrieved Employees. *Balderas v. Fresh Start Harvesting*, 101 Cal. App.
9 5th 533 (2024); *Rodriguez v. Packers Sanitation Servs., Inc.*, 95 Cal. App. 5th 682
10 (2025).

11 **JURISDICTION AND VENUE.**

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

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

18 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is
19 proper in the Superior Court of California for the County of San Diego because
20 Defendant employed aggrieved employees in San Diego County who suffered the
21 Labor Code violations alleged herein. *See Crestwood Behavioral Health, Inc. v.*
22 *Superior Court*, 60 Cal. App. 5th 1069, 1077–78 (2021) (holding in a PAGA action,
23 venue is proper in any county in which an aggrieved employee worked and Labor
24 Code violations allegedly occurred, regardless of whether the representative plaintiff
25 worked in that county).

26
27 ¹ Plaintiff reserves the right to pursue individual PAGA claims within the meaning of *Adolph v.*
28 *Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023).

THE PARTIES.

5. 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.”)

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

7. Defendant SERVICE WORKERS LLC is a Delaware LLC doing business in California.

8. Defendant WORKFORCE AS A SERVICE, INC. DBA “WORKWHILE” 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 100, 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 100 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 100 will be collectively referred to as “Defendants.”

11. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter ego for each of the other Defendants and each were co-conspirators 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

1 employment, and was acting with the knowledge, permission, consent, and ratification
2 of every other Defendant.

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

8 14. Plaintiffs are informed and believe, and based thereon allege that each of
9 the Defendants is liable to Plaintiffs under legal theories and doctrines including but
10 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter
11 ego, based in part, on the facts set forth below.

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

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

23 **GENERAL ALLEGATIONS.**

24 17. Defendants are in the staffing business providing labor to various
25 customers in the State of California within the meaning of Labor Code § 2810.3(a)(3).

26 18. During all times relevant and within the last 12 months, Defendants
27 employed the named Plaintiff HORTON as a nonexempt employee in California.

28

1 **Failure to Timely Provide Records.**

2 19. During all times relevant, Plaintiffs are informed and believe and thereon
3 allege that pursuant to company policy and/or practice and/or direction, Defendants
4 failed to provide Plaintiff and Aggrieved Employees their payroll records and
5 employee personnel files in a complete and/or timely manner.

6 20. On or about April 13, 2026, Plaintiff, via counsel, sent correspondence to
7 Defendants requesting access to Plaintiff HORTON's payroll records and employee
8 personnel file.

9 21. Defendants, however, failed to respond within the statutory deadlines.

10 22. On or about May 28, 2026, Plaintiff HORTON, via counsel, sent another
11 written request to Defendants requesting access to Plaintiff's payroll records and
12 employee personnel file.

13 23. On June 3, 2026, Defendants provided an untimely partial production of
14 records.

15 24. Missing from Defendants' June 3, 2026 document production was,
16 among other things, all forms Plaintiff HORTON signed, the applicable employee
17 handbooks, a W-4, wage statements, among other records.

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

1 (court denied defendant's demurrer to Claimant's Lab. Code 226 claim that defendant
2 failed to produce time records and employee handbooks).

3 26. Plaintiffs are informed and believe, and thereon allege that Defendants
4 engaged in the same conduct with respect to other current and former employees who
5 requested their personnel records during the PAGA Period.

6 **Unpaid Minimum Wage/Regular Wage claims.**

7 27. During all times relevant, Plaintiffs are informed and believe and thereon
8 allege that pursuant to company policy and/or practice and/or direction, Defendants
9 paid Plaintiff and Aggrieved Employees wages at less than the rate required under state
10 and local law.

11 28. This claim is based, in part, on allegations that Defendants required
12 Plaintiff and Aggrieved Employees to download an unreliable application to keep track
13 of their time.

14 29. Defendants' timekeeping application was unreliable because Plaintiff and
15 Aggrieved Employees were often unable to clock-in their start times due to glitches
16 with the application.

17 30. For example, internet connectivity was often unreliable, making it
18 impossible for Plaintiff HORTON and Aggrieved Employees to use Defendants'
19 timekeeping application to report their start times and causing them to wait—without
20 compensation—until the application became operational.

21 31. As a result of performing off-the-clock work that was directed, permitted,
22 or otherwise encouraged by Defendants, Plaintiff HORTON and the Aggrieved
23 Employees should have been paid for this time.

24 32. This claim is also based, in part, on information and belief that
25 Defendants' faulty timekeeping system erroneously deducted 30 minutes as to Plaintiff
26 HORTON's and Aggrieved Employees' pay regardless of whether they took a meal
27 break or not resulting in the underpayment of wages in an amount to be proven at trial.

28 33. By way of example, Defendants' time records reflect that on July 15,

1 2025, July 16, 2025, July 17, 2025, July 27, 2025, July 30, 2025, July 31, 2025, March
2 29, 2026, April 5, 2026, April 21, 2026, and April 23, 2026, Defendants automatically
3 deducted .50 hours from Plaintiff's compensable time for a purported meal period
4 regardless of whether Plaintiff actually received a compliant, duty-free meal period.

5 34. These automatic deductions resulted in Plaintiff not being paid for all
6 regular and overtime hours worked in an amount to be proven at trial.

7 35. Plaintiffs are informed and believe, and based thereon allege that
8 Defendants' underpayments resulted, at least in part, from Defendants' unlawful
9 timekeeping and/or rounding practices.

10 36. This claim is also based, in part, on Plaintiffs' allegations that Plaintiff
11 HORTON and Aggrieved Employees were required to report for scheduled work
12 assignments at designated times but, upon arrival, were sometimes instructed by
13 Defendants to wait before clocking in because management was not yet ready for them
14 to begin work or because Defendants were waiting for additional workers to arrive.

15 37. During these periods, Plaintiff HORTON and Aggrieved Employees had
16 reported for work, were subject to Defendants' control, and were required to remain
17 available to begin work as directed, yet were not permitted to clock in or compensated
18 for this time.

19 38. These uncompensated waiting periods sometimes exceeded 15 minutes.

20 39. Similarly, Plaintiff HORTON and Aggrieved Employees were often
21 required to obtain a numeric code from Defendants before they could clock in for a
22 new work assignment.

23 40. On numerous occasions, the required code was not available when
24 Plaintiff HORTON and Aggrieved Employees reported for work, forcing them to wait
25 for Defendants to provide the code before they could clock in and begin their
26 assignments.

27 41. During these periods, Plaintiff HORTON and Aggrieved Employees were
28 present for their scheduled assignments, subject to Defendants' control, and ready and

1 available to work, but were unable to clock in because Defendants had not provided the
2 required code.

3 42. These uncompensated waiting periods sometimes exceeded 15 minutes.

4 43. This claim is also based, in part, on Plaintiffs' allegations that Defendants
5 deprived Plaintiff HORTON and Aggrieved Employees of their breaks.

6 44. For example, Plaintiffs are informed and believe, and based thereon
7 allege that Plaintiff HORTON and Aggrieved Employees sometimes clocked out for
8 their meal periods but often continued working because there was no one to relieve
9 them of their duties so that they could take their meal period.

10 45. Additionally, Plaintiff HORTON and the Aggrieved Employees were
11 often interrupted during meal breaks without compensation.

12 46. As a result of performing off-the-clock work that was directed,
13 permitted, or otherwise encouraged by Defendants, Plaintiffs and the Aggrieved
14 Employees should have been paid for this time.

15 47. This claim is also based, in part, on Plaintiffs' allegations that Defendants
16 required Plaintiff HORTON and Aggrieved Employees to use their personal cellular
17 telephones while off the clock, uncompensated, before and/or after working hours.

18 48. As a result of performing off-the-clock work that was directed, permitted,
19 or otherwise encouraged by Defendants, Plaintiff and Aggrieved Employees should
20 have been paid for this time.

21 49. Defendants only paid Plaintiff and Aggrieved Employees based on the
22 time they were clocked in for their shifts and did not pay Plaintiff and the Aggrieved
23 Employees for any of the time spent working off-the-clock.

24 50. By way of further example, Plaintiffs are informed and believe and based
25 thereupon allege that Plaintiff HORTON and Aggrieved Employees worked in
26 jurisdictions where the minimum wage was higher than California minimum wage, yet
27 Defendants paid Plaintiff and Aggrieved Employees at less than the local minimum
28 wage in effect.

1 51. Plaintiffs are informed and believe and thereon allege that these are just a
2 few examples of many Labor Code violations Defendants committed concerning
3 wages.

4 **Failure to Pay State Overtime.**

5 52. During all times relevant, Plaintiffs are informed and believe and thereon
6 allege that pursuant to company policy and/or practice and/or direction, Defendants
7 failed to pay Plaintiff HORTON and Aggrieved Employees state overtime
8 compensation and/or the correct amount of overtime.

9 53. This claim is generally premised on the facts described above, but when
10 Plaintiff HORTON and Aggrieved Employees were entitled to overtime compensation,
11 Defendants failed to pay them overtime or paid incorrect amounts, in an amount to be
12 proven at trial.

13 **Meal and Rest Break Claims.**

14 54. During all times relevant, Plaintiffs are informed and believe and thereon
15 allege that pursuant to company policy and/or practice and/or direction, Defendants
16 failed to authorize or permit Plaintiff HORTON and Aggrieved Employees to take
17 compliant, off-duty meal and rest breaks within the timeframes required by law, and
18 failed to pay them premium wages, in an amount to be proven at trial.

19 55. This claim is based, in part, on Plaintiffs' allegations that Plaintiff
20 HORTON and Aggrieved Employees were frequently unable to take timely,
21 uninterrupted, or compliant meal periods due to work demands imposed by
22 management, performance quotas, and/or the demands of Defendants' customers,
23 among other reasons attributable to Defendants' control and scheduling practices.

24 56. Plaintiffs are further informed and believe and allege that, despite these
25 meal period violations, Defendants failed to compensate Plaintiff HORTON and
26 Aggrieved Employees with one additional hour of premium pay per violation, in
27 violation of California Labor Code §§ 226.7 and 512.

28 57. For example, on April 22, 2026 and April 29, 2026, Defendants caused

1 Plaintiff HORTON to work six straight hours each workday and deprived her of a 30
2 minute meal break for each workday and did not pay her premium pay for her missed
3 meal breaks.

4 58. With respect to rest period violations, Plaintiffs are informed and believe
5 and allege that Defendants required Plaintiff HORTON and Aggrieved Employees to
6 remain on-call and available to receive and respond to phone calls, texts, emails, or
7 other communications—even during periods that were nominally designated as rest
8 breaks.

9 59. Defendants required employees to keep their communication devices on
10 and to remain responsive during rest periods, as well as during off-duty times, thereby
11 depriving them of legally compliant rest periods.

12 60. As a result of these on-call policies, Plaintiff and Aggrieved Employees
13 were not relieved of all duty during their rest breaks.

14 61. Instead, Plaintiff and Aggrieved Employees were subjected to
15 Defendants' ongoing control and obligation to remain available for work-related
16 communications.

17 62. Additionally, Plaintiff HORTON's and Aggrieved Employees' rest
18 periods were unlawfully interrupted by Defendants due to workplace deadlines,
19 customer demands, staffing shortages, operational needs, communications from
20 management, and instructions or requests that they resume or perform work before
21 completing their rest periods.

22 63. As a result, Plaintiff HORTON and Aggrieved Employees were not
23 relieved of all work-related duties and employer control for the full duration of their
24 required rest periods.

25 64. Accordingly, any rest periods provided under these circumstances were
26 not compliant under California law, and Defendants failed to compensate employees
27 with the required premium pay.

28 65. Due to the foregoing policies and practices, Defendants failed to provide

1 Plaintiff and Aggrieved Employees with the rest breaks to which they were legally
2 entitled, resulting in damages and civil penalties in an amount to be determined at trial.
3 See *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257 (2016) (holding that on-
4 call rest periods violate California law and trigger premium pay obligations under
5 Labor Code § 226.7).

6 66. Plaintiffs allege these violations based upon currently available
7 information and reserve the right to amend this Complaint as additional facts are
8 discovered.

9 **Failure to Reimburse.**

10 67. During all times relevant, Plaintiffs are informed and believe and thereon
11 allege that pursuant to company policy and/or practice and/or direction, Defendants
12 required Plaintiff HORTON and Aggrieved Employees to incur various work-related
13 expenses that were never reimbursed and/or were inadequately reimbursed.

14 68. Plaintiffs are informed and believe and based thereon allege the
15 unreimbursed expenses incurred by Plaintiff HORTON and Aggrieved Employees
16 included, but were not limited to personal cell phone use and data plans necessary to
17 perform their work and personal use of their motor vehicles. See *Cochran v. Schwan's*
18 *Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014) (“We hold that when employees
19 must use their personal cell phones for work-related calls, Labor Code section 2802
20 requires the employer to reimburse them.”)

21 69. For example, Defendants required the named Plaintiff and Aggrieved
22 Employees to use their personal smartphones to clock-in, yet Defendants did not
23 reimburse them and/or inadequately reimbursed them for their cell phone and internet
24 usage.

25 70. Similarly, Defendants required Plaintiff HORTON and Aggrieved
26 Employees to use their smartphones to download an application to be used for work
27 purposes, yet Defendants did not reimburse them for their cell phone and internet
28 usage.

1 71. The foregoing allegations represent only a handful of instances in which
2 Defendants are believed to have undercompensated Plaintiff HORTON and
3 Aggrieved Employees.

4 **Erroneous Wage Statements in Violation of Labor Code § 226.**

5 72. During all times relevant, and pursuant to company policy and/or practice
6 and/or direction and continuing to the present, Plaintiffs are informed and believe and
7 thereon allege that Defendants issued confusing and inaccurate wage and earning
8 statements to Plaintiff HORTON and Aggrieved Employees in violation of Labor Code
9 § 226.

10 73. The deficiencies include, among other things, the failure to correctly
11 identify hourly rates, the failure to correctly list gross wages earned, and the failure to
12 list the true net wages earned, including wages for meal periods that were not provided
13 in accordance with California law, wages for rest periods that were not authorized and
14 permitted to take in accordance with California law, and correct wages earned for all
15 hours worked.

16 74. Plaintiffs are informed and believe and based thereupon allege that this
17 claim is also premised, in part, on Defendants' failure to issue wage and earning
18 statements to the named Plaintiff and Aggrieved Employees that accurately provide the
19 "rate of pay and the total hours worked for each temporary services assignment" as
20 required by subdivision (a)(9) of Labor Code 226 because Defendants were "Labor
21 contractor[s]" within the meaning of Labor Code § 2810.3(a)(3).

22 75. In addition to the foregoing claims under Labor Code § 226, Plaintiffs'
23 paystubs and those of similarly situated employees of Defendants were inaccurate
24 because Defendants issued wage statements that were vague and ambiguous.

25 **Untimely Pay Claims.**

26 76. During all times relevant, Defendants maintained policies, practices,
27 and/or customs that failed to comply with the timely-payment requirements of Labor
28 Code §§ 201, 202, 201.3, 203, and 204.

1 77. For example, a “temporary services employer” must pay its employees not
2 less than daily if all the following conditions apply:

3 (A) The employee reports to or assembles at the office of the
4 temporary services employer or other location.

5 (B) The employee is dispatched to a client’s worksite each day
6 and returns to or reports to the office of the temporary services
7 employer or other location upon completion of the assignment.

8 (C) The employee’s work is not executive, administrative, or
9 professional, as defined in the wage orders of the Industrial
10 Welfare Commission, and is not clerical.

11 *See* Labor Code § 201.3(b)(2)(A)-(C).

12 78. Defendants operated as temporary services employers and/or staffing
13 agencies that assigned Plaintiff HORTON and Aggrieved Employees to perform
14 temporary work assignments at Defendants’ customers’ worksites throughout
15 California.

16 79. Plaintiff HORTON and Aggrieved Employees were assigned and
17 dispatched by Defendants to customers’ worksites on a day-to-day basis to perform
18 nonexempt manual labor, including warehouse and similar work.

19 80. Plaintiff HORTON and Aggrieved Employees reported to locations
20 designated by Defendants and/or their customers for their assigned shifts. Upon
21 completion of their assignments, Plaintiff HORTON and Aggrieved Employees were
22 required to report the completion of their assignments and hours worked to
23 Defendants through Defendants’ designated timekeeping system and/or application.

24 81. Plaintiff HORTON’s work was nonexempt manual labor and was not
25 executive, administrative, professional, or clerical work.

26 82. Plaintiffs are informed and believe, and based thereon allege, that
27 Plaintiff HORTON and Aggrieved Employees satisfied the conditions applicable to
28 temporary services employees under Labor Code § 201.3, including subdivision
(b)(2), but Defendants failed to pay all wages within the time required by that statute.

1 83. As a result, Defendants failed to timely pay Plaintiff HORTON and
2 Aggrieved Employees all wages when due in violation of Labor Code § 201.3.

3 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

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

6 **All persons Defendants employed in the State of California**
7 **from June 25, 2025 to the present.**

8 85. All members of the represented group are referred to as the “Aggrieved
9 Employees.”

10 86. The “Representative Period” means from **June 25, 2025 to the present.**

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

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

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

21 90. At all material times, Defendants and DOES 1 through 100 were and/or
22 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
23 Employees’ employer, within the meaning of California Labor Code § 558, who
24 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
25 Labor Code or any provision regulating hours and days of work in any Order of the
26 Industrial Welfare Commission and, as such, are subject to penalties for each
27 underpaid employee as set forth in Labor Code § 558.

28 91. As set forth in further detail below, because of the analysis and

1 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required
2 correspondence to the California Labor and Workforce Development Agency
3 (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs'
4 intent to pursue litigation.

5 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

6 92. Pursuant to the PAGA, on **June 25, 2026**, Plaintiffs, via counsel, sent
7 notice to the LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs
8 are pursuing the claims alleged in this Complaint.

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

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

15 95. The causes of action alleged herein are appropriately suited for a
16 representative action under the PAGA (Labor Code § 2698, et seq.) because: (a) this
17 action involves alleged violations of provisions of the California Labor Code for
18 which civil penalties may be recovered; (b) Plaintiff is an "aggrieved employee"
19 within the meaning of Labor Code § 2699 because Defendants employed Plaintiff and
20 Plaintiff personally suffered each of the Labor Code violations for which she seeks
21 civil penalties on behalf of herself and other Aggrieved Employees; and (c) Plaintiff
22 satisfied the procedural requirements of Labor Code § 2699.3, as alleged above.

23 **FIRST CAUSE OF ACTION**

24 **Representative Claim via the PAGA for**

25 **Failure to Pay State Minimum/Regular Straight Time Wages**
26 **in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194,**
27 **1197, 1197.1, and 1198 via the applicable Wage Order**

28 (Against all Defendants)

1 96. Plaintiffs reallege and incorporate by reference the foregoing allegations
2 as though set forth herein.

3 97. Pursuant to California law, it is unlawful for a California employer to
4 suffer or permit an employee to work without paying wages for all hours worked, as
5 required by the applicable Industrial Welfare Commission (IWC) Wage Order and/or
6 the Labor Code.

7 98. Plaintiffs are informed and believe and based thereupon allege that
8 during all times relevant, Plaintiffs were not paid minimum/regular/local jurisdiction
9 wages for all hours suffered or permitted to work in violation of California law.

10 99. During all times relevant, Defendants were required to pay Plaintiffs and
11 Aggrieved Employees their respective hourly rate for all hours worked and/or
12 minimum wages per state law or applicable local law.

13 100. During all times relevant, at least one of the IWC Wage Orders applied
14 to Plaintiffs' employment with Defendants.

15 101. Pursuant to the applicable Wage Order, "hours worked" include the time
16 during which an employee is "suffered or permitted to work, whether or not required
17 to do so."

18 102. During the PAGA Period and based on the misconduct alleged above,
19 Defendants did not pay Plaintiff and Aggrieved Employees minimum/regular/local
20 wages for all hours suffered or permitted to work in violation of state and/or local
21 law.

22 103. Labor Code § 1194 subdivision (a) permits an action to recover wages
23 because of the payment of a wage less than the minimum wage "applicable to the
24 employee" including attorneys' fees, costs, and interest.

25 104. At all material times, Defendants were and/or are Aggrieved
26 Employees' employers or persons acting on behalf of Aggrieved Employees'
27 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
28 violated or caused to be violated, a section of Part 2, Chapter 1 of the California

1 Labor Code or any provision regulating hours and days of work in any Order of the
2 Industrial Welfare Commission and, as such, are subject to civil penalties for each
3 underpaid employee as set forth in Labor Code § 558.

4 105. In committing the violations of state law as herein alleged, Plaintiffs are
5 informed and believe based there upon allege that Defendants have knowingly and
6 willfully refused to perform their obligations to compensate Aggrieved Employees for
7 all wages earned and all hours worked.

8 106. As a direct result, Plaintiff and Aggrieved Employees have suffered and
9 continue to suffer substantial losses related to the use and enjoyment of such
10 compensation.

11 107. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
12 California and Aggrieved Employees, seeks to recover from Defendants, and each of
13 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
14 determined at trial.

15 **SECOND CAUSE OF ACTION**

16 **Representative Claim via the PAGA for**

17 **Failure to Pay State Overtime and/or Double-Time Compensation**
18 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,**
19 **1182.12, 1194, 1194.2, 1197, 1197.1,**
20 **and 1198 via the Applicable IWC Wage Order**

21 (Against all Defendants)

22 108. Plaintiffs reallege and incorporate by reference the foregoing allegations
23 as though set forth herein.

24 109. California law requires an employer to pay each employee for the actual
25 hours worked. *See* IWC Wage Order, § 4; Labor Code § 1194.

26 110. During all times relevant, one or more of the IWC Wage Orders applied
27 to Plaintiffs' employment with Defendants.

28 111. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage

1 Order 4, “hours worked” include the time during which an employee is “suffered or
2 permitted to work, whether or not required to do so.”

3 112. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable
4 Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40)
5 hours in a week and eight (8) hours in a day, the employer must pay the employee’s
6 regular hourly wage.

7 113. For each hour (or fraction thereof) an employee works over forty (40)
8 hours in a week or more than eight (8) hours in a workday the employer must pay the
9 rate of one and a half times the employee’s regular hourly wage. (*Ibid.*)

10 114. For each hour (or fraction thereof) an employee works more than twelve
11 (12) hours in one day or more than eight (8) hours a day on the seventh consecutive
12 day of work, the employer must compensate the employee at the rate of no less than
13 twice the regular rate of pay for that employee. (*Ibid.*)

14 115. During all times relevant, and pursuant to company policy and/or
15 practice and/or direction, Defendants required Plaintiff and Aggrieved Employees to
16 work more than 40 hours per week and/or eight hours in a workday but failed to pay
17 them all overtime compensation to which they were entitled at the applicable
18 overtime rate.

19 116. As alleged herein, Defendants failed to pay Aggrieved Employees all
20 overtime to which they had a right to receive.

21 117. In committing the violations of state law as herein alleged, Defendants
22 have knowingly and willfully refused to perform their obligations to compensate
23 Aggrieved Employees for all wages earned and all hours worked.

24 118. At all material times, Defendants were and/or are Aggrieved Employees’
25 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
26 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
27 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
28 regulating hours and days of work in any Order of the Industrial Welfare Commission

1 and, as such, are subject to penalties for each underpaid employee as set forth in
2 Labor Code § 558.

3 119. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
4 California and Aggrieved Employees, seeks to recover from Defendants, and each of
5 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
6 determined at trial.

7 **THIRD CAUSE OF ACTION**

8 **Representative Claim via the PAGA for**

9 **Failure to Timely Pay Earned Wages Upon Separation of Employment in**
10 **Violation of California Labor Code §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210,**
11 **218.5, 218.6, 256, and 1198 via the applicable Wage Order**

12 (Against all Defendants)

13 120. Plaintiffs re-allege and incorporate by reference the foregoing allegations
14 as though set forth herein.

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

18 122. Pursuant to Labor Code § 201.3(b)(2), employees of a temporary
19 services employer who satisfy the conditions specified therein must be paid their
20 wages on a daily basis.

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

26 124. Labor Code § 203 provides, in pertinent part: "If an employer willfully
27 fails to pay, without abatement or reduction, ... any wages of an employee who is
28 discharged or who quits, the wages of the employee shall continue as a penalty from

1 the due date thereof at the same rate until paid or until an action therefore is
2 commenced; but the wages shall not continue for more than 30 days. ..."

3 125. Pursuant to Labor Code § 204, "all wages ... earned by any person in
4 any employment are due and payable twice during each calendar month, on days
5 designated in advance by the employer as the regular paydays."

6 126. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid
7 employee during any calendar week and prior to or on the regular payday shall be
8 paid for not later than the regular payday of the employer for such weekly-paid
9 employee falling during the following calendar week."

10 127. Defendants did not properly pay Plaintiff and Aggrieved Employees
11 pursuant to the requirements of Labor Code, including but not limited to §§ 201,
12 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek
13 the unpaid wages.

14 128. To date, Defendants have failed to pay terminated Aggrieved Employees
15 all earned wages as required by law and have failed, and continue to fail, to timely
16 pay current employees all wages when due.

17 129. At all material times, Defendants and DOES 1 through 100 were and/or
18 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved
19 Employees' employer, within the meaning of California Labor Code § 558, who
20 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
21 Labor Code or any provision regulating hours and days of work in any Order of the
22 Industrial Welfare Commission and, as such, are subject to penalties for each
23 underpaid employee as set forth in Labor Code § 558.

24 130. In committing the violations of state law as herein alleged, Defendants
25 have knowingly and willfully refused to perform their obligations to compensate
26 Aggrieved Employees for all wages earned and all hours worked.

27 131. As alleged above, Defendants have deprived Plaintiff and Aggrieved
28 Employees of their rightfully earned wages as a direct and proximate result of

1 Defendants' failure to pay said compensation and for the reasons alleged in this
2 Complaint.

3 132. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
4 California and Aggrieved Employees, seeks to recover from Defendants, and each of
5 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
6 determined at trial.

7 **FOURTH CAUSE OF ACTION**

8 **Representative Claim for Penalties via the PAGA for**
9 **Failure to Comply with the Meal and Rest Break Requirements Under Labor**
10 **Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order**

11 (Against all Defendants)

12 133. Plaintiffs reallege and incorporate by reference the foregoing allegations
13 as though set forth herein.

14 134. Based on the misconduct alleged in this Complaint, Defendants failed to
15 pay Plaintiff and Aggrieved Employees premium pay for all their missed meal and
16 rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

17 135. Because of Defendants' illegal pay practices, said Defendants failed to
18 pay Plaintiff and Aggrieved Employees for all meal and rest breaks despite their
19 requirement under California law and, as such, all culpable Defendants are required to
20 pay Plaintiffs and Aggrieved Employees for rest break and/or meal break premium
21 wages.

22 136. Defendants also failed to provide Plaintiff and Aggrieved Employees
23 legally-compliant meal and rest periods, or compensation in lieu thereof, during their
24 employment by said Defendants.

25 137. At all material times, Defendants were and/or are Aggrieved
26 Employees' employers or persons acting on behalf of Aggrieved Employees'
27 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
28 violated or caused to be violated, a section of Part 2, Chapter 1 of the California

1 Labor Code or any provision regulating hours and days of work in any Order of the
2 Industrial Welfare Commission and, as such, are subject to penalties for each
3 underpaid employee as set forth in Labor Code § 558.

4 138. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
5 California and Aggrieved Employees, seeks to recover from Defendants, and each of
6 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
7 determined at trial.

8 **FIFTH CAUSE OF ACTION**

9 **Representative Claim for Penalties via the PAGA for** 10 **Violations of California Labor Code §§ 226, 226.3, 226.6,** 11 **and 1198 via the applicable IWC Wage Order**

12 (Against all Defendants)

13 139. Plaintiffs reallege and incorporate by reference the foregoing allegations
14 as though set forth herein.

15 140. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
16 pertinent part, that every employer shall, "semimonthly or at the time of each
17 payment of wages, shall furnish to his or her employees, either as a detachable part of
18 the check, draft, or voucher paying the employee's wages, or separately if wages are
19 paid by personal check or cash, an accurate itemized statement in writing showing (1)
20 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
21 piece-rate units earned and any applicable piece rate if the employee is paid on a
22 piece-rate basis, (4) all deductions, provided that all deductions made on written
23 orders of the employee may be aggregated and shown as one item, (5) net wages
24 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
25 name of the employee and only the last four digits of his or her social security
26 number..., (8) the name and address of the legal entity that is the employer. . . , and
27 (9) all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate by the employee and, beginning July 1,

1 2013, if the employer is a temporary services employer as defined in Section 201.3,
2 the rate of pay and the total hours worked for each temporary services assignment. . .”

3 141. Based on the foregoing allegations, Defendants did not provide lawful
4 wage statements to Plaintiff and Aggrieved Employees and, thus, Plaintiffs assert this
5 claim as a stand-alone and derivative claim.

6 142. At all material times, Defendants were and/or are Aggrieved Employees’
7 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
8 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
9 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
10 regulating hours and days of work in any Order of the Industrial Welfare Commission
11 and, as such, are subject to penalties for each underpaid employee as set forth in
12 Labor Code § 558.

13 143. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
14 California and Aggrieved Employees, seeks to recover from Defendants, and each of
15 them, penalties, attorneys’ fees, and costs incurred herein in an amount to be
16 determined at trial.

17 **SIXTH CAUSE OF ACTION**

18 **Representative Claim for Penalties via the PAGA**

19 **For Failure to Maintain Required Records in Violation of California**

20 **Labor Code §§ 226, 247.5, 432, 1174, 1198.5,**

21 **and 1198 via the Applicable Wage Order**

22 (Against All Defendants)

23 144. Plaintiffs reallege and incorporate by reference the foregoing allegations
24 as though set forth herein.

25 145. California Labor Code § 226, subdivision (b), requires employers doing
26 business in the State of California to “afford current and former employees the right
27 to inspect or copy records pertaining to their employment, upon a reasonable request
28 to the employer...” and subdivision (c), requires employers to produce such records

1 within “21 calendar days from the date of the request.”

2 146. Plaintiff maintains the records requested fall within the meaning of
3 Labor Code § 226 because, among other reasons, the requested documents are
4 “records pertaining to [Plaintiff’s] employment.”

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

11 148. California Labor Code § 432, subdivision (b), requires employers doing
12 business in the State of California to provide current, former employees, and
13 applicants copies of all written instruments they sign upon request.

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

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

21 151. Plaintiff maintains the records requested fall within the meaning of
22 Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiff’s
23 personnel file within the meaning of Labor Code § 1198.5.

24 152. As it pertains to “records,” § 7 of Wage Order 4, in relevant part,

25 153. provides:

26 (A) Every employer shall keep accurate information with
27 respect to each employee including the following:
28 ***

1 **(3) Time records showing when the employee begins and**
2 **ends each work period.** Meal periods, split shift intervals and
3 total daily hours worked shall also be recorded. Meal periods
4 during which operations cease and authorized rest periods need
5 not be recorded.

6 **(4) Total wages paid each payroll period, including value of**
7 **board, lodging, or other compensation actually furnished to the**
8 **employee.**

9 **(5) Total hours worked in the payroll period and applicable**
10 **rates of pay. This information shall be made readily**
11 **available to the employee upon reasonable request.**

12 Wage Order 4, § 7 (emphasis added).

13 154. Plaintiffs seek to recover penalties pursuant to the PAGA from the
14 Defendants for any violations of Labor Code §§ 226, 247.5, 432, 1174, 1198, and
15 1198.5 for failing to maintain certain records which employers are required to
16 maintain, including but not limited to, an accurate record indicating the number hours
17 worked by the Plaintiffs.

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

20 156. Defendants failed to comply with § 7 of the applicable IWC Orders and
21 with Labor Code § 1174 by failing to maintain certain records which employers are
22 required to maintain, including but not limited to, all wage records.

23 157. At all material times, Defendants were and/or are Aggrieved
24 Employees' employers or persons acting on behalf of Aggrieved Employees'
25 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
26 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
27 Labor Code or any provision regulating hours and days of work in any Order of the
28 Industrial Welfare Commission and, as such, are subject to penalties for each
 underpaid employee as set forth in Labor Code § 558.

 158. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
 California and Aggrieved Employees, seeks to recover from Defendants, and each of

1 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
2 determined at trial.

3 **SEVENTH CAUSE OF ACTION**

4 **Representative Claim for Penalties via the PAGA Claim for**

5 **Failure to Reimburse Business Expenses**

6 **in Violation of Labor Code §§ 1198 and 2802**

7 (Against All Defendants)

8 159. Plaintiffs reallege and incorporate by reference the foregoing allegations
9 as though set forth herein.

10 160. Pursuant to California Labor Code § 2802, an employer must indemnify
11 its employees "for all necessary expenditures or losses incurred by the employee in
12 direct consequence of the discharge of his or her duties"

13 161. Plaintiffs made necessary expenditures and incurred losses as a direct
14 consequence of the discharge of their duties and in obedience to the directions of
15 Defendants including, but not limited to, mileage, automobile, cell phone, and internet
16 expenses.

17 162. On information and belief, Defendants knew Plaintiffs were incurring the
18 expenses and were responsible for reimbursing Aggrieved Employees for their
19 expenditures and losses as a direct consequence of the discharge of their duties, but
20 failed to do so.

21 163. At all material times, Defendants were and/or are Aggrieved Employees'
22 employers or persons acting on behalf of Aggrieved Employees' employer, within the
23 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
24 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
25 regulating hours and days of work in any Order of the Industrial Welfare Commission
26 and, as such, are subject to penalties for each underpaid employee as set forth in
27 Labor Code § 558.

28 164. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of

1 California and Aggrieved Employees, seeks to recover from Defendants, and each of
2 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
3 determined at trial.

4 **EIGHTH CAUSE OF ACTION**

5 **Representative Claim for Civil Penalties Under the PAGA for**
6 **Violations of the Sick Pay Provisions of Labor Code §§ 246-251**

7 (Against all Defendants)

8 165. Plaintiffs reallege and incorporate by reference the foregoing
9 allegations as though set forth herein.

10 166. Under Labor Code §§ 246-251, and in some jurisdictions local law,
11 employers in California must provide employees with paid sick leave to be paid at a
12 specified rate of pay which must factor in additional earnings during a given pay
13 period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals*, 88 Cal.
14 App. 5th 742 (2023).

15 167. Plaintiffs are informed and believe and thereon allege that Defendants
16 failed to comply with California's sick pay laws as to Plaintiff HORTON and
17 Aggrieved Employees.

18 168. Plaintiffs are informed and believe and thereon allege that Defendants
19 have failed to (1) provide paid sick leave; (2) include required information about paid
20 sick leave in wage notices and/or wage statements, including without limitation
21 information on the amount of paid sick leave hours accrued; (3) provide required
22 information about paid sick leave to employees, including without limitation at the
23 time of hire; (4) at the time of hire, provide employees with written notice of the
24 employer's name, address, and telephone number; (5) provide required information
25 about paid sick leave in English, Spanish, Chinese, and in all languages spoken by 5%
26 or more of the employees; (6) post required sick leave notices; (7) maintain payroll
27 records; and/or (8) provide wage statements, and therefore Defendants have violated
28 one or more municipal sick leave ordinances, including without limitation the sick

1 leave ordinances of Berkeley, Emeryville, Long Beach, San Diego, Oakland, San
2 Diego, San Francisco, and Santa Monica.

3 169. The PAGA imposes upon Defendants, and each of them, civil penalties
4 for violating Labor Code §§ 246-251.

5 170. Civil penalties under the PAGA are equitable in nature. *Nationwide*
6 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279 (2020).

7 171. At all material times, Defendants were and/or are Aggrieved
8 Employees' employers or persons acting on behalf of Aggrieved Employees'
9 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
10 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
11 Labor Code or any provision regulating hours and days of work in any Order of the
12 Industrial Welfare Commission and, as such, are subject to penalties for each
13 underpaid employee as set forth in Labor Code § 558.

14 172. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to
15 recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an
16 amount to be shown according to proof.

17 173. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
18 California and Aggrieved Employees, seeks to recover from Defendants, and each of
19 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
20 determined at trial.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

23 1. That Defendants be found liable to the Plaintiffs on behalf of the State of
24 California and Aggrieved Employees;

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

1 3. For civil penalties pursuant to PAGA, Labor Code §§ 2698 et seq., in an
2 amount not exceeding **\$1,000,000**, according to proof;

3 4. That Plaintiffs on behalf of the State of California and Aggrieved
4 Employees be awarded reasonable attorneys' fees where available by law, including
5 but not limited to pursuant to Labor Code § 2698, *et seq.*, Code of Civil Procedure §
6 1021.5, and/or other applicable laws; and

7 5. For any other relief the Court may deem just, proper, and equitable,
8 including but not limited to injunctive relief requiring, among other things, that
9 Defendants comply with the Labor Code.

10 Dated: August 31, 2026

Law Office of Thomas D. Rutledge

11
12 By: /s/Thomas D. Rutledge
13 Thomas D. Rutledge, Esq.
14 Attorneys for the Plaintiffs
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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 August 31, 2026, I served the foregoing document(s) described as:

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. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☐ **(BY E-MAIL via E-file)** I am readily familiar with the business practice for collection and processing of correspondence for emailing with the Court authorized third-party vendor. This correspondence was sent via email to the above recipients directly and via a third-party vendor pursuant to the vendor's policies and practices.

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

☐ **(BY FACSIMILE)** I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed August 31, 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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SERVICE LIST

Jarah Euston
Registered Agent
Workforce As A Service, Inc. DBA Workwhile/
Service Workers LLC
2261 Market Street, Suite 86148
San Francisco, CA 94114

Defendants in Pro Per