

Nicholas J. Ferraro (State Bar No. 306528)
Dorota A. James (State Bar No. 309933)
Nicolas P. Ahadzadeh (State Bar No. 365386)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 fax
nick@ferrarovega.com
dorota@ferrarovega.com
npa@ferrarovega.com

Attorneys for Plaintiff Agata Ebona

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

AGATA EBONA, on behalf of other similarly
situated employees of Defendants and the State
of California under the Private Attorneys General
Act,

Plaintiffs,

vs.

ALIGNED TRAFFIC MANAGEMENT, LLC;
ATM-SE, LLC; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 26CU033796C

Hon. Evan P. Kirvin
Dept. C-69

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages Owed
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Paid Sick Leave Violations
6. Untimely Payment of Wages
7. Wage Statement Violations
8. Waiting Time Penalties
9. Failure to Reimburse Business Expenses
10. Failure to Provide Records
11. Unfair Competition
12. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

Action Filed: June 22, 2026

1 Plaintiff AGATA EBONA, on behalf of all other similarly situated employees of Defendants
2 the State of California under the Private Attorneys General Act (“Plaintiff”) brings this FIRST
3 AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT against Defendants
4 ALIGNED TRAFFIC MANAGEMENT, LLC; ATM-SE, LLC; and DOES 1 through 50, inclusive
5 (collectively “Defendants”), alleging as follows:

6 **INTRODUCTION**

- 7 1. This is a class action for wage and hour violations of the California Labor Code.
- 8 2. Defendants failed to pay Plaintiff and the putative class members at the lawful
9 minimum wage rate for all hours worked, resulting in unpaid minimum wages.
- 10 3. Defendants’ underpayment of wages was facilitated by their company-wide practices
11 of requiring off-the-clock work, as well as time-editing and rounding.
- 12 4. Defendants failed to pay Plaintiff and the putative class members overtime wages and
13 the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.
- 14 5. Defendants failed to comply with California’s paid sick leave laws with respect to the
15 putative class members.
- 16 6. Defendants failed to provide, authorize, and/or permit Plaintiff and the putative class
17 members to take compliant meal periods and rest periods to which they were entitled. Further,
18 Defendants failed to pay meal period premiums or rest period premiums.
- 19 7. Defendants failed to reimburse Plaintiff and the putative class members for work-
20 related costs incurred as a direct consequence of their job duties.
- 21 8. Defendants’ employment policies, practices, and payroll administration systems
22 enabled and facilitated these violations on a company-wide basis with respect to the putative class
23 members.
- 24 9. Defendants are further liable for derivative claims for wage statements, untimely
25 payment, failure to produce records, and other associated violations.
- 26 10. Plaintiff seeks to recover the underpaid damages, plus associated penalties, interests,
27 attorney’s fees, and costs.
- 28

1 **JURISDICTION & VENUE**

2 11. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
3 California Constitution, as the causes of action are premised upon violations of California law.

4 12. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
5 the Superior Court.

6 13. This Court has jurisdiction over Defendants because, upon information and belief,
7 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
8 themselves to the California economy so as to render the exercise of jurisdiction over them by the
9 California courts consistent with traditional notions of fair play and substantial justice.

10 14. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395,
11 and/or 395.5 because, upon information and belief, Defendants conducted business and committed
12 some of the alleged violations in this County.

13 **PARTIES**

14 **A. Plaintiff Agata Ebona**

15 15. Plaintiff Ebona is an individual over 18 years of age who worked for Defendants in
16 California as a non-exempt employee from about January 2023 to present. Plaintiff worked as a
17 Transportation Coordinator.

18 16. The State of California, via the Labor and Workforce Development Agency
19 (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9
20 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party
21 in interest.”]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting,*
22 *Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109
23 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include
24 arbitrable claims.

25 **B. Defendants**

26 17. Defendant Aligned Traffic Management, LLC is a California limited liability company
27 that maintains operations and conducts business throughout the State of California, including in this
28 county.

1 25. The class is ascertainable and shares a well-defined community of interest in this
2 litigation:

3 a. Numerosity: The class is estimated to exceed 50 individuals, although the
4 precise membership of the entire class is unknown at this time. The class is so
5 numerous that joinder of all class members is impracticable. The identities of
6 class members are ascertainable by inspection of Defendants' employment and
7 payroll records.

8 b. Typicality: Plaintiff's claims are typical of the claims of the other class
9 members. They were subject to the same policies and practices of Defendants,
10 which resulted in losses to the class. Proof of common unlawful business
11 practices, which Plaintiff experienced, will establish the right of the class to
12 recover on the causes of action alleged herein.

13 c. Adequacy: Plaintiff is an adequate class representative; will take all necessary
14 steps to protect the class members' interests adequately and fairly; has no
15 interest antagonistic to other class members; and is represented by attorneys
16 who have substantial experience prosecuting, defending, resolving, and
17 litigating wage and hour class, collective, and representative actions in
18 California state and federal courts.

19 d. Superiority: A class action is superior to other means for adjudicating this
20 dispute. Individual joinder is impractical. Class treatment will allow for
21 common issues to be resolved in a single forum, simultaneously, and without
22 duplication of effort and expense.

23 e. Public Policy Considerations: Certification of this lawsuit as a class action
24 advances the State of California's strong public interest in ensuring its
25 approximately millions of employed residents are properly paid the wages they
26 earned for the hours they worked. Class actions provide a mechanism for
27 enforcement of labor laws and allow for the vindication of employee rights by
28 unnamed class members.

26. Common questions of law and fact as to the class members predominate over questions affecting only individual members. The common questions of law and fact exist as to whether the employment policies and practices formulated by Defendants and applied to the class members constitute violations of California law.

GENERAL ALLEGATIONS

27. Plaintiff and the putative class members worked for Defendants as non-exempt employees and were compensated on an hourly basis.

28. Defendants failed to pay Plaintiff and the putative class members at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Specifically, on information and belief, Defendants engaged in an unlawful policy and practice of manipulating Plaintiff's and the putative class members' time records with unlawful edits and rounding policies.

29. For example, because Defendants tracked Plaintiff's time instead of permitting her to clock in and out, Defendants routinely rounded and/or shaved her hours downward, effectively reducing the number of hours she actually worked on paper and concealing her true compensable time. Plaintiff alleges, on information and belief, that Defendant's unlawful time editing was common to the putative class members.

30. Additionally, Defendants engaged in an unlawful policy and practice of encouraging and/or requiring Plaintiff and the putative class members to perform significant off-the-clock work during the onboarding process.

31. For example, despite the fact that Plaintiff worked remotely and never visited a physical company office, she was required to perform uncompensated remote onboarding tasks from home, including completing mandatory employment forms.

32. Defendants failed to pay Plaintiff and the putative class members for all hours worked as a direct result of their practice of requiring this off-the-clock onboarding work to be completed without compensation.

33. Defendants failed to pay Plaintiff and the putative class members overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. As stated herein,

1 Plaintiff and the putative class members were not paid for all hours worked due to time editing,
2 including rounding and/or shaving down time worked, off-the-clock work, and other wage violations.

3 34. Plaintiff and the putative class members often worked over 8 hours in a day and over
4 40 hours in one week. To the extent Defendants' unlawful practice of failing to pay for all hours
5 worked resulted in overtime under California Law, Defendants failed to properly track and/or pay
6 Plaintiff and other putative class members overtime wages.

7 35. Defendants failed to comply with California's paid sick leave laws with respect to the
8 putative class members. Because Defendants failed to record and pay for all hours that Plaintiff and
9 the putative class members worked, Defendants failed to credit them with all sick leave hours that they
10 accrued.

11 36. Additionally, each time Plaintiff and the putative class members worked off-the-clock,
12 resulting in unpaid overtime, the overtime hours were not accounted for when calculating an
13 employee's accrued paid sick leave. Therefore, Plaintiff and other putative class members were not
14 awarded the total accrued sick leave time they had earned.

15 37. Plaintiff and other putative class members routinely experienced missed, late, short,
16 and/or interrupted meal periods due to the pressures to keep up with the high demands of the job. Due
17 to high work volume and staffing shortages, Plaintiff and the putative class members could not always
18 take compliant meal periods before the fifth hour of work.

19 38. Defendants failed to provide adequate relief in order for Plaintiff and the putative class
20 members to take compliant meal periods. Further, on information and belief, Defendants maintained
21 a company-wide walkie-talkie policy wherein they required Plaintiff and other putative class members
22 to respond to communications at all times, including during unpaid meal periods. As a result, Plaintiff
23 and the putative class members had their meal periods interrupted or took them late.

24 39. For example, because employees had to rotate taking their meal periods based on their
25 arrival times, Plaintiff was consistently designated as the last person to take her meal period because
26 she was often the last person to come in. This rigid rotation routinely pushed her meal period past her
27 fifth hour of work. Furthermore, when Plaintiff was able to take a meal period, Defendants would
28

1 routinely contact her via walkie-talkie to ask where she was or recall her back to work before her meal
2 period was over, thus interrupting her meal period and cutting it short.

3 40. Every time Plaintiff and the putative class members received a non-compliant meal
4 period, Defendants owed them a meal period premium at their regular rate of pay. However, as
5 reflected on Plaintiff's wage statements, Plaintiff never received a meal period premium. Plaintiff
6 alleges, based on information and belief, that this was a matter of common policy and practice with
7 respect to other putative class members.

8 41. As stated above, due to understaffing, pressure to keep up with the high demands of
9 the job, and Defendants' walkie-talkie policy, Plaintiff and the putative class members were not always
10 authorized or permitted to take their rest periods. Specifically, Plaintiff and other putative class
11 members would often experience non-compliant rest periods, and in many instances, Plaintiff had to
12 forgo her rest periods altogether because Defendants failed to authorize them.

13 42. For example, Plaintiff was required to respond to patients' calls promptly and be
14 available to assist patients at all times, meaning that even if she attempted to take a rest period, she
15 was forced to remain vigilant. Defendants would consistently communicate through the provided
16 walkie-talkies to ask where she was, what she was doing, and order her back to work, resulting in
17 Plaintiff experiencing missed, short, late, and/or interrupted rest periods.

18 43. Furthermore, Plaintiff was required to request permission just to utilize the restroom,
19 and Defendants routinely forced her to wait fifteen minutes before allowing her to go, further
20 demonstrating the non-compliant nature of her rest periods.

21 44. Every time Plaintiff or the putative class members received a non-compliant rest period,
22 they were owed a rest period premium at their regular rate of pay. However, during Plaintiff's
23 employment with Defendant, Plaintiff never received a rest period premium. Plaintiff alleges, based
24 on information and belief, that this was a matter of common policy and practice.

25 45. Because Defendants failed to pay all wages and premiums in each pay period in which
26 such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b
27 (for weekly employees, as applicable).

1 46. Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and
2 premiums owed on the regular pay days scheduled each pay period within seven calendar days of the
3 close of the payroll period, as a result of the policies and practices set forth in this notice. Specifically,
4 Defendants consistently failed to pay all regular hours, overtime pay, meal and rest period premiums,
5 and other earnings on time each payday.

6 47. Defendants failed to provide accurate itemized wage statements to the putative class
7 members each pay period as a result of the policies and practices set forth in this complaint. Defendants
8 violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net
9 wages earned,” as the employees earned wages and premiums that were not paid, resulting in an
10 inaccurate reflection and recording of “gross wages earned” on those wage statements.

11 48. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on
12 employee wage statements each pay period the applicable hourly rates in effect and the number of
13 hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees.
14 The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the
15 pay stub.

16 49. Additionally, Defendants violated Labor Code section 226(a)(2) by failing to
17 accurately list employees’ “total hours worked,” as the wage statements did not accurately include the
18 uncompensated time that Plaintiff and other putative class members worked due to Defendants’
19 policies and practices of rounding, time-shaving, and requiring off-the-clock work.

20 50. Plaintiff and other putative class members cannot promptly and easily determine from
21 the wage statement alone the wages paid or earned without reference to other documents or
22 information. Indeed, these wage statement violations are significant because they sow confusion
23 among Plaintiff and other putative class members with respect to what amounts were owed and paid,
24 at what rates, the number of hours worked, and how those amounts were or should be calculated. The
25 wage statements reflect a false statement of earnings and conceal the underlying problems and
26 underpayments of employee wages.

27 51. Defendants required Plaintiff and the putative class members to incur costs for work-
28 related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and

1 the putative class members unavoidably and necessarily incurred these losses, expenditures, costs, and
2 as a matter of policy and practice.

3 52. First, Plaintiff was required to use her personal cell phone for her assignments, as
4 Defendants consistently texted and called her personal number. As a further example, for certain
5 events, Plaintiff was mandated to track and log her hours entirely via text message to her supervisor.
6 Thus, Defendants required Plaintiff and the putative class members to use their personal cell phones
7 while performing their job duties, but failed to reimburse them for this usage.

8 53. Second, Defendants required Plaintiff and the putative class members to use their
9 personal vehicles for the job and failed to reimburse them for mileage. For example, during the relevant
10 period, Plaintiff was assigned to work in Oceanside, California, which added approximately 70 miles
11 round-trip to Plaintiff's typical commute. Thus, Plaintiff incurred additional expenses using her
12 personal vehicle, and Defendants failed to reimburse her.

13 54. Third, Plaintiff was responsible for maintaining her own uniform. Because her job
14 duties in traffic operation caused her uniform to accumulate significant dirt and debris, Plaintiff was
15 required to always wash her uniform separately from her regular laundry, thus incurring additional
16 expense.

17 55. Thus, as a direct consequence of their job duties, Plaintiff and the putative class
18 members unavoidably and necessarily incurred these losses, expenditures, and costs as a matter of
19 policy and practice. At all times, Defendants were required to comply with the reimbursement mandate
20 of Labor Code sections 2800 and 2802.

21 56. Defendants failed to provide all records upon request. Specifically, Defendants failed
22 to respond to the request for production of records dated February 21, 2026, thereby restricting the
23 evaluation of the claims to the limited records, such as wage statements, that Plaintiff personally
24 maintained.

25 57. Because of the policies and practices set forth in this complaint, including the failure
26 to accurately account for wages earned or hours worked, Defendants failed to accurately maintain
27 records in accordance with Labor Code section 1174 and the IWC Wage Orders.
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

15
16
17
18
19
20
21
22
23
24
25
26
27
28

22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3

4

5
6
7
8

9
10
11
12
13
14
15

16
17
18

19

20

21

22

23
24
25
26
27

68. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

69. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

70. Plaintiff and class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the extent permitted by law.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 516

71. All outside paragraphs of this Complaint are incorporated into this section.

72. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

73. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the applicable orders).

74. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL PAID SICK LEAVE WAGES

Violation of Labor Code §§ 200, 218, 246 *et seq.*

75. All outside paragraphs of this Complaint are incorporated into this section.

76. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick leave wages to Plaintiff and a paid sick leave subclass in violation of Labor Code section 246 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay”].)

77. Labor Code section 246(l), in conjunction with Labor Code section 248 *et seq.*, 248.1, 248.2, and 248.6, in addition to the applicable County sick pay ordinances in locales worked by class members, govern how Defendants were required to calculate paid sick leave.

78. Defendants failed to pay Plaintiff and class members their paid sick leave wages at one of the lawful rates set forth in the statute or ordinance because Defendants failed to include in their sick leave calculation the additional remuneration received by Plaintiff and class members (i.e., at the regular rate of pay and/or calculated based on total wages earned).

79. As a result, Defendants violated the Labor Code and are liable to Plaintiff and class members for underpaid sick leave wages, in addition to interest, attorneys’ fees, and costs.

SIXTH CAUSE OF ACTION

UNTIMELY PAYMENT OF WAGES

Violation of Labor Code §§ 204, 210, 218

80. All outside paragraphs of this Complaint are incorporated into this section.

1 81. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
2 §§ 204, 204b, and 210, which require non-exempt employees to be timely paid all wages owed each
3 pay period, and which further provide a private right of action for an employer's failure to comply
4 with this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties
5 due under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

6 82. Defendants willfully failed in their affirmative obligation to timely pay all wages,
7 including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice
8 during each calendar month on days designated in advance by the employer as regular paydays (for
9 employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly
10 employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the
11 "Minimum Wages" sections of the applicable orders).

12 83. Plaintiff and class members are entitled to recover the full amount of the unpaid wages,
13 in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay
14 each employee and \$200 for all subsequent violations and for all willful or intentional violations for
15 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided
16 in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

17 **SEVENTH CAUSE OF ACTION**

18 **WAGE STATEMENT VIOLATIONS**

19 **Violation of Labor Code § 226**

20 84. All outside paragraphs of this Complaint are incorporated into this section.

21 85. This cause of action is brought by a wage statement subclass pursuant to Labor Code
22 § 226(a), which requires non-exempt employees to be provided accurate itemized wage statements
23 each pay period, and which further provides a private right of action for an employer's failure to
24 comply with this obligation.

25 86. Defendants knowingly and intentionally failed in their affirmative obligation to provide
26 accurate itemized wage statements to Plaintiff and class members, resulting in injury to Plaintiff and
27 class members. Specifically, the wage statements issued to Plaintiff and class members did not
28 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

94. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and a reimbursement subclass for all necessary expenditures, losses, expenses, and costs incurred by them in direct discharge of the duties of their employment, in violation of Labor Code section 2802.

TENTH CAUSE OF ACTION

96. All outside paragraphs of this Complaint are incorporated into this section.

102. Plaintiff requested from Defendants all records due under the IWC Wage Orders (including the Records sections) and Labor Code sections 226, 432, and 1198.5. Defendants failed to respond to the request for production of records dated February 21, 2026, thereby restricting the evaluation of the claims to the limited records, such as wage statements, Plaintiff personally maintained.

103. Defendants' unlawful acts and omissions deprived Plaintiff of the ability review the documents they received during their employment and to inspect and reconcile their actual time worked with the ultimate pay they received on their wage statements. Plaintiff is entitled to recover the penalties and injunctive relief, in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5, and Labor Code sections 226 and 1198.5.

ELEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

Violation of Business and Professions Code §§ 17200 *et seq.*

104. All outside paragraphs of this Complaint are incorporated into this section.

105. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200 by committing the foregoing wage and hour violations alleged throughout this Complaint.

106. Defendants' dependence on these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive other class members of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to Defendants over competitors who have been and/or are currently employing workers in compliance with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

107. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full restitution of the monies as necessary and according to proof to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

108. Plaintiff does not have an adequate remedy at law for past or future violations, to the extent the statute of limitations on each of the alleged causes of action do not extend to the four year limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order violations do not provide a private right of action.

109. Plaintiff and class members are entitled to injunctive relief against Defendants, restitution, and other equitable relief to return all funds over which Plaintiff and class members have an ownership interest and to prevent future damage and the public interest under Business and Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest, attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure § 1021.5.

TWELFTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

110. All outside paragraphs of this Complaint are incorporated into this section.

111. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”), codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

112. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

113. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”])

1 114. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
2 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
3 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
4 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
5 action brought by an aggrieved employee on behalf of the employee and other current or former
6 employees against whom a violation of the same provision was committed pursuant to the procedures
7 specified in Section 2699.3. “

8 115. Any allegations regarding violations of the IWC Wage Orders are enforceable as
9 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
10 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

11 116. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
12 penalties under the PAGA.

13 117. On or about **June 17, 2026**, Plaintiff paid the requisite PAGA filing fee and provided
14 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of
15 Defendants’ alleged Labor Code violations, including the facts and theories to support the alleged
16 violations.

17 118. A true and correct copy of Plaintiff’s written PAGA notice, entitled “Notice of Labor
18 Code Violations,” is attached hereto as Exhibit 1 and incorporated by reference as though fully set
19 forth herein (the “PAGA notice”).

20 119. To date, neither Plaintiff nor Plaintiff’s counsel has received a response to Plaintiff’s
21 written PAGA notice from the LWDA.

22 120. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
23 Plaintiff nor Plaintiff’s counsel has received written notice by certified mail from any defendant
24 providing a description of any actions taken to cure the alleged violations.

25 121. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
26 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
27 the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all
28 prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

122. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

- a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.
- b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.
- e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.
- g. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- h. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.
- i. ***Failure to Provide Employee Records.*** Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders.
- j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

123. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For the appointment of Plaintiff as the class representative;

- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802 and Code of Civil Procedure § 1021.5.
- i. For recovery of damages in the amount according to proof;
- j. For all recoverable pre- and post-judgment interest;
- k. For this action to be maintained as a representative action under the PAGA;
- l. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- m. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and
- o. For such other relief, the Court deems just and proper.

Dated: September 1, 2026

Ferraro Vega Employment Lawyers, Inc.



Dorota A. James
Attorney for Plaintiff Agata Ebona

EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

June 17, 2026

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

ATM-SE, LLC
4075 Park Blvd
102-321
San Diego, CA 92103

Aligned Traffic Management, LLC
825 Kuhn Drive, Suite 100
Chula Vista, CA 91914

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **Agata Ebona** (“Plaintiff(s)”) and all other “covered employees” of the following “Defendant(s)”:

ATM-SE, LLC; Aligned Traffic Management, LLC

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v.*

Reins International California, Inc. (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Transportation Coordinator from about January 2023 to present. During their employment Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “covered employees” and the “PAGA Period”). As defined, these covered current and former employees are “aggrieved employees” under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the “covered employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the “Hours and

Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The “Minimum Wages” sections of the applicable IWC Wage Order provide that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.” The foregoing California wage laws require payment of “not less than the applicable minimum wage *for all hours worked* in the payroll period” and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.3d 314, 324.

Defendants failed to pay Plaintiff and the covered employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Specifically, on information and belief, Defendants engaged in an unlawful policy and practice of manipulating Plaintiff’s and the aggrieved employees’ time records with unlawful edits and rounding policies. For example, because Defendants tracked Plaintiff’s time instead of permitting her to clock in and out, Defendants routinely rounded and/or shaved her hours downward, effectively reducing the number of hours she actually worked on paper and concealing her true compensable time. Plaintiff alleges, on information and belief, that Defendant’s unlawful time editing was common to the aggrieved employees.

Additionally, Defendants engaged in an unlawful policy and practice of encouraging and/or requiring Plaintiff and the aggrieved employees to perform significant off-the-clock work during the onboarding process. For example, despite the fact that Plaintiff worked remotely and never visited a physical company office, she was required to perform uncompensated remote onboarding tasks from home, including completing mandatory employment forms. Defendants failed to pay Plaintiff and the aggrieved employees for all hours worked as a direct result of their practice of requiring this off-the-clock onboarding work to be completed without compensation.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the covered employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. As stated, herein, Plaintiff and the aggrieved employees were not paid for all hours worked due to time editing, including rounding and/or shaving down time worked, off-the-clock work, and other wage violations. Plaintiff and the aggrieved employees often worked over 8 hours in a day and over 40 hours in one week. To the extent Defendants’ unlawful practice of failing to pay for all hours worked resulted in overtime under California Law, Defendants failed to properly track and/or pay Plaintiff and other aggrieved employees overtime wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.7

Defendants violated Labor Code sections 246 through 248.7 with respect to the covered employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option

of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) “the same manner as the regular rate of pay for the workweek;” (2) “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants failed to comply with California’s paid sick leave laws with respect to the covered employees. Because Defendants failed to record and pay for all hours that Plaintiff and the aggrieved employees worked, Defendants failed to credit them with all sick leave hours that they accrued. Additionally, each time Plaintiff and the aggrieved employees worked off-the-clock, resulting in unpaid overtime, the overtime hours were not accounted for when calculating an employee’s accrued paid sick leave. Therefore, Plaintiff and other aggrieved employees were not awarded the total accrued sick leave time they had earned.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages **Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the covered employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee’s “regular rate” of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862

(“We hold that the terms are synonymous: “regular rate of compensation” under section 226.7(c), like “regular rate of pay” under section 510(a), encompasses all nondiscretionary payments, not just hourly wages”). “[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage.” *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee’s regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is “exceedingly narrow” and applies only when (1) “the nature of the work prevents the employee from being relieved of all duty” and (2) *both* “the employer and employee have agreed, in writing, to the on-duty meal period.” *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Plaintiff and other aggrieved employees routinely experienced missed, late, short, and/or interrupted meal periods due to the pressures to keep up with the high demands of the job. Due to high work volume and staffing shortages, Plaintiff and the covered employees could not always take compliant meal periods before the fifth hour of work. Defendants failed to provide adequate relief in order for Plaintiff and the covered employees to take compliant meal periods. Further, on information and belief, Defendants maintained a company-wide walkie-talkie policy wherein they required Plaintiff and other aggrieved employees to respond to communications at all times, including during unpaid meal periods. As a result, Plaintiff and the covered employees had their meal periods interrupted or took them late.

For example, because employees had to rotate taking their meal periods based on their arrival times, Plaintiff was consistently designated as the last person to take her meal period because she was often the last person to come in. This rigid rotation routinely pushed her meal period past her fifth hour of work. Furthermore, when Plaintiff was able to take a meal period, Defendants would routinely contact her via walkie-talkie to ask where she was or recall her back to work before her meal period was over thus interrupting her meal period and cutting it short.

Every time Plaintiff and the aggrieved employees received a non-compliant meal period, Defendants owed them a meal period premium at their regular rate of pay. However, as reflected on Plaintiff’s wage statements, Plaintiff never received a meal period premium. Plaintiff alleges, based on information and belief, that this was a matter of common policy and practice with respect to other aggrieved employees.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the covered employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

As stated above, due to understaffing, pressure to keep up with high demands of the job, and Defendants' walkie-talkie policy, Plaintiff and the aggrieved employees were not always authorized or permitted to take their rest periods. Specifically, Plaintiff and other aggrieved employees would often experience non-compliant rest periods, and in many instances, Plaintiff had to forgo her rest periods altogether because Defendants failed to authorize them. For example, Plaintiff was required to respond to patients' calls promptly and be available to assist patients at all times, meaning that even if she attempted to take a rest period, she was forced to remain vigilant. Defendants would consistently communicate through the provided walkie-talkies to ask where she was, what she was doing, and order her back to work, resulting in Plaintiff experiencing missed, short, late, and/or interrupted rest periods. Furthermore, Plaintiff was required to request permission just to utilize the restroom, and Defendants routinely forced her to wait fifteen minutes before allowing her to go, further demonstrating the non-compliant nature of her rest periods. Every time Plaintiff or the aggrieved employees received a non-compliant rest period, they were owed a rest period premium at their regular rate of pay. However, during Plaintiff's employment with Defendant, Plaintiff never received a rest period premium. Plaintiff alleges, based on information and belief, that this was a matter of common policy and practice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Specifically, Defendants consistently failed to pay all regular hours, overtime pay, meal and rest period premiums, and other earnings on time each payday.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the covered employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or

an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the covered employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Additionally, Defendants violated Labor Code section 226(a)(2) by failing to accurately list employees’ “total hours worked,” as the wage statements did not accurately include the uncompensated time that Plaintiff and other aggrieved employees worked due to Defendant’s policies and practices of rounding, time-shaving, and requiring off-the-clock work.

Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unreimbursed Employee Expenses **Violation of Labor Code §§ 2802, 2804**

Defendants violated Labor Code section 2802 with respect to the covered employees by failing to reimburse the covered employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to “indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed

them to be unlawful.” See, e.g., *Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

Defendants required Plaintiff and the covered employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the covered employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice.

First, Plaintiff was required to use her personal cell phone for her assignments, as Defendants consistently texted and called her personal number. As a further example, for certain events, Plaintiff was mandated to track and log her hours entirely via text message to her supervisor. Thus, Defendants required Plaintiff and the covered employees to use their personal cell phones while performing their job duties but failed to reimburse them for this usage.

Second, Defendants required Plaintiff and the covered employees to use their personal vehicles for the job and failed to reimburse them for mileage. For example, during the relevant period, Plaintiff was assigned to work in Oceanside, California, which added approximately 70 miles roundtrip to Plaintiff’s typical commute. Thus, Plaintiff incurred additional expenses using her personal vehicle, and Defendants failed to reimburse her.

Third, Plaintiff was responsible for maintaining her own uniform. Because her job duties in traffic operation caused her uniform to accumulate significant dirt and debris, Plaintiff was required to always wash her uniform separately from her regular laundry thus incurring additional expense.

Thus, in direct consequence of their job duties, Plaintiff and the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, and costs as a matter of policy and practice. At all times, Defendants were required to comply with the reimbursement mandate of Labor Code sections 2800 and 2802.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Provide Employee Records
Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders

Defendants violated Labor Code sections 226, 432, 1198.5, and 1174 with respect to the covered employees.

Labor Code section 226(b) requires employers to “afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer.” Labor Code section 432 states that “[i]f an employee ... signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.” Labor Code section 1198.5 grants “[e]very current and former employee, or his or her representative, ... the right to inspect and receive a copy of the personnel files that the employer maintains relating to the employee’s performance or to any grievance concerning the employee.” Section 7(A) (Records) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates that employers maintain and make available “time records showing when the employee begins and ends each work period” as well as time records showing “[m]eal periods, split shift intervals, and daily hours worked[.]” Labor Code section 1174(d) requires these and other records be maintained for at least three years.

Defendants failed to provide all records upon request. Specifically, Defendants failed to respond to the request for production of records dated February 21, 2026, thereby restricting the evaluation of the claims to the limited records, such as wage statements, Plaintiff personally maintained.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other covered employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other covered employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the covered employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in blue ink, appearing to read 'N. Ahadzadeh', with a large, sweeping flourish at the end.

Nicolas Ahadzadeh

ZE

Cc Plaintiff Agata Ebona
Erin Laschiava, Payroll, Erin@alignedtm.me