

Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
 Lauren M. Lendzion (SBN 239184)
LaurenLendzionsTeam@wilshirelawfirm.com
 Jennifer M. Leinbach (SBN 281404)
jennifer.leinbach@wilshirelawfirm.com
 Jesse S. Chen (SBN 336294)
jesse.chen@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

AMANDA MARIE CASSIDY, individually, and
 on behalf of all others similarly situated, and on
 behalf of the State of California and other
 aggrieved persons,

Plaintiff,

v.

AIG CLAIMS, INC., a Delaware Corporation;
 and DOES 1 through 10, inclusive,

Defendants.

Case No.: 26STCV17147

**CLASS & PAGA REPRESENTATIVE
ACTION**

FIRST AMENDED COMPLAINT:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. PAGA Violations (Cal. Lab. Code §§ 2698).

DEMAND FOR JURY TRIAL

Judge: Hon. Samantha Jessner
 Dept.: 7

Complaint Filed: June 1, 2026
 Trial Date: Not Yet Set

1 Plaintiff AMANDA MARIE CASSIDY (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant AIG CLAIMS, INC. and DOES 1
6 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor Code
7 violations and unfair business practices stemming from Defendants’ failure to pay for all hours
8 worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to
9 authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage
10 statements, and failure to indemnify employees for expenditures.

11 2. Plaintiff brings the First through Eighth Causes of Action individually on their own
12 behalf and as a class action on behalf of certain current and former employees of Defendants
13 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
14 below). The Class consists of Plaintiff and all other persons who have been employed by any
15 Defendant in California as an hourly-paid or non-exempt employee within the applicable statute
16 of limitations period. Plaintiff brings the Ninth Cause of Action as a representative action pursuant
17 to Labor Code section 2699 on behalf of themselves and other aggrieved employees.

18 3. Defendants own/owned and operate/operated an industry, business, and
19 establishment within the State of California, including Los Angeles County. As such and based
20 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
21 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
22 (“IWC”), and the California Business & Professions Code.

23 4. Despite these requirements, throughout the statutory period, Defendants maintained
24 a systematic, company-wide policy and practice of:

- 25 (a) Failing to pay employees for all hours worked, including all minimum,
26 straight time, and overtime wages in compliance with the California Labor
27 Code and IWC Wage Orders;
28

- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failing to pay employees all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law upon termination of employment;
- (e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and
- (f) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment.

5. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiff

7. Plaintiff AMANDA MARIE CASSIDY is a resident of Orange County, California who worked for Defendants in Los Angeles, California as an hourly-paid, non-exempt employee from approximately May 1, 2023 to approximately April 2, 2026.

8. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant AIG CLAIMS, INC. is, and at all times herein mentioned, was:

- (a) A business entity conducting business in the State of California, including in Los Angeles County; and,
- (b) The former employer of Plaintiff and the current and/or former employer of the putative Class because Defendant AIG CLAIMS, INC. suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured the Plaintiff and a significant number of the Class in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

JURISDICTION & VENUE

13. This Court has subject matter jurisdiction as an unlimited civil case. The Court has personal jurisdiction over Defendants under Code of Civil Procedure § 410.10.

14. The Court has personal jurisdiction over Defendants because the Plaintiff and Class Members' claims arise from Defendants' business activities conducted in California.

15. At all times mentioned herein, Defendants, inclusive and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff, the Class, and the Aggrieved Employees in the State of California.

16. Venue is appropriate in Los Angeles County, California, because many acts and omissions that give rise to the claims for relief alleged in this action occurred in Los Angeles County.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

17. Plaintiff worked for Defendants in Los Angeles, California as an hourly-paid, non-exempt employee from approximately May 1, 2023 to approximately April 2, 2026. During

1 Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified
2 them as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five
3 days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight
4 hours in a workday and/or more than forty (40) hours in a workweek.

5 18. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked
6 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
7 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely
9 pay all final wages to Plaintiff when Defendants terminated their employment, failed to furnish
10 accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As
11 discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

12 19. Throughout the statutory period, Defendants maintained a policy and practice of not
13 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including
14 minimum, straight time, and overtime wages. Defendants required Plaintiff, the Class, and the
15 Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring
16 Plaintiff, the Class, and the Aggrieved Employees to perform work prior to clocking in for the
17 workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid
18 work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants
19 also failed to maintain accurate records of the hours Plaintiff, the Class, and the Aggrieved
20 Employees worked.

21 20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff,
22 the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants
23 regularly, but not always, required Plaintiff, the Class, and the Aggrieved Employees to work in
24 excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free
25 meal period for every five hours of work, or without compensating Plaintiff, the Class, and the
26 Aggrieved Employees for meal periods that were not provided by the end of the fifth or tenth hour
27 of work. Instead, Defendants continued to assert control over Plaintiff, the Class, and the
28 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks that

1 could not be completed without working in lieu of taking mandatory meal periods, or by denying
2 Plaintiff, the Class, and the Aggrieved Employees permission to take a meal period. Accordingly,
3 Defendants' policy and practice was to not provide meal periods to Plaintiff, the Class, and the
4 Aggrieved Employees in compliance with California law.

5 21. Throughout the statutory period, Defendants have wrongfully failed to authorize
6 and permit Plaintiff, the Class, and the Aggrieved Employees to take legally compliant rest periods.
7 Defendants regularly required Plaintiff, the Class, and the Aggrieved Employees to work more
8 than four consecutive hours a day without Defendants authorizing and permitting them to take a
9 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of
10 four hours), or without compensating Plaintiff, the Class, and the Aggrieved Employees for rest
11 periods that were not authorized or permitted. Instead, Defendants continued to assert control over
12 Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them
13 to perform work tasks which could not be completed without working in lieu of taking mandatory
14 rest periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a
15 rest period. Accordingly, Defendants' policy and practice was to disallow Plaintiff, the Class, and
16 the Aggrieved Employees to take rest periods required under California law.

17 22. Throughout the statutory period, Defendants willfully failed and refused to timely
18 pay Plaintiff, the Class, and the Aggrieved Employees all final wages due at their termination of
19 employment. In addition, Plaintiff's final paychecks did not include payment for all expenditures,
20 minimum wages, straight time wages, overtime wages, meal period premium wages, and rest
21 period premium wages owed by Defendants at the conclusion of their employment. On information
22 and belief, Defendants' failure to timely pay Plaintiff's final wages when their employment
23 terminated was not a single, isolated incident, but was instead consistent with Defendants' policy
24 and practice that applied to Plaintiff, the Class, and the Aggrieved Employees.

25 23. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
26 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
27 hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours
28

1 worked, correct wages for meal periods that were not provided in accordance with California law,
2 and correct wages for rest periods that were not allowed in accordance with California law). As a
3 result of these violations of California Labor Code § 226(a), the Plaintiff, the Class, and the
4 Aggrieved Employees suffered injury because, among other things:

- 5 (a) the violations led them to incorrectly believe that they were not entitled to
6 be paid minimum, straight time, overtime, meal period premium, and rest
7 period premium wages;
- 9 (b) the violations led them to incorrectly believe that they had been paid the
10 minimum, straight time, overtime, meal period premium, and rest period
11 premium wages;
- 12 (c) the violations led them to incorrectly believe they were not entitled to be
13 paid minimum, straight time, overtime, meal period premium, and rest
14 period premium wages at the correct California rate;
- 15 (d) the violations led them to incorrectly believe they had been paid minimum,
16 straight time, overtime, meal period premium, and rest period premium
17 wages at the correct California rate;
- 18 (e) the violations hindered them from determining the amounts of minimum,
19 straight time, overtime, meal period premium, and rest period premium
20 wages owed to them;
- 21 (f) in connection with their employment before and during this action, and in
22 connection with prosecuting this action, the violations caused them to have
23 to perform mathematical computations to determine the amounts of wages
24 owed to them, computations they would not have to make if the wage
25 statements contained the required accurate information;
- 26 (g) by understating the wages truly due to them, the violations caused them to
27 lose entitlement and/or accrual of the full amount of Social Security,
28 disability, unemployment, and other governmental benefits;

1 (h) the wage statements inaccurately understated the wages, hours, and wage
2 rates to which Plaintiff, the Class, and the Aggrieved Employees were
3 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid
4 less than the wages and wage rates to which they were entitled.

5 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided
6 for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

7 24. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the
8 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their
9 duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees regularly paid out-of-
10 pocket for necessary employment-related expenses, including, without limitation, personal cell
11 phone use.
12

13 25. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as
14 a direct result of performing their job duties for Defendants, but Defendants failed to indemnify
15 Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.
16

16 **CLASS ACTION ALLEGATIONS**

17 26. Plaintiff brings certain claims individually, as well as on behalf of each and all other
18 persons similarly situated, and thus, seeks class certification under California Code of Civil
19 Procedure § 382.

20 27. All claims alleged herein arise under California law for which Plaintiff seeks relief
21 authorized by California law.

22 28. The proposed Class consists of and is defined as:

23 All persons who worked for any Defendant in California as an hourly-paid or
24 non-exempt employee at any time during the period beginning four years before
25 the filing of the initial complaint in this action and ending when notice to the
Class is sent.

26 29. At all material times, Plaintiff was a member of the Class.

27 30. Plaintiff undertook this concerted activity to improve the wages and working
28 conditions of all Class Members.

31. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is presently unknown to Plaintiff; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
 - 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy

1 already commenced by or against members of the Class;

2 3) The desirability or undesirability of concentrating the litigation of the
3 claims in the particular forum; and,

4 4) The difficulties likely to be encountered in the management of a class
5 action.

6 (e) Public Policy Considerations: The public policy of the State of California is
7 to resolve the California Labor Code claims of many employees through a
8 class action. Indeed, current employees are often afraid to assert their rights
9 out of fear of direct or indirect retaliation. Former employees are also fearful
10 of bringing actions because they believe their former employers might
11 damage their future endeavors through negative references and/or other
12 means. Class actions provide the class members who are not named in the
13 complaint with a type of anonymity that allows for the vindication of their
14 rights while their privacy is protected.

15
16 32. There are common questions of law and fact as to the Class (and each subclass, if
17 any) that predominate over questions affecting only individual members, including without
18 limitation, whether, as alleged herein, Defendants have:

19 (a) Failed to pay Class Members for all hours worked, including minimum,
20 straight time, and overtime wages;

21 (b) Failed to provide meal periods and pay meal period premium wages to Class
22 Members;

23 (c) Failed to authorize and permit rest periods and pay rest period premium
24 wages to Class Members;

25 (d) Failed to provide Class Members with timely final wages;

26 (e) Failed to provide Class Members with accurate wage statements;

27 (f) Failed to indemnify Class Members for expenditures; and,
28

(g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

33. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not

limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

34. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

35. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 34 in this Complaint.

36. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

37. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff, the Class, and the Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

38. Accordingly, Plaintiff, the Class, and the Aggrieved Employees are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

39. By and through the conduct described above, Plaintiff, the Class, and the Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

40. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff, the Class, and the Aggrieved Employees for their non-overtime hours worked without pay, Plaintiff, the Class, and the Aggrieved Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, the Class, and the Aggrieved Employees, and which will be ascertained according to proof at trial.

41. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff, the Class, and the Aggrieved Employees.

42. Pursuant to California Labor Code § 1194.2, Plaintiff, the Class, and the Aggrieved Employees are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

43. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the applicable statute of limitations period, Plaintiff, the Class, and the Aggrieved Employees were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff, the Class, and the Aggrieved Employees all such wages due and failed to pay those wages twice a month.

44. Plaintiff, the Class, and the Aggrieved Employees are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

45. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 44 in this Complaint.

1 46. California Labor Code § 510 provides that employees in California shall not be
2 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
3 receive additional compensation beyond their regular wages in amounts specified by law.

4 47. California Labor Code §§ 1194 and 1198 provide that employees in California shall
5 not be employed more than eight hours in any workday unless they receive additional
6 compensation beyond their regular wages in amounts specified by law. Additionally, California
7 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
8 by the IWC is unlawful.

9 48. At all times relevant hereto, Plaintiff, the Class, and the Aggrieved Employees have
10 worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as
11 employees of Defendants.

12 49. At all times relevant hereto, Defendants failed to pay Plaintiff, the Class, and the
13 Aggrieved Employees overtime compensation for the hours they have worked in excess of the
14 maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

15 50. By virtue of Defendants' unlawful failure to pay additional premium rate
16 compensation to the Plaintiff, the Class, and the Aggrieved Employees for their overtime hours
17 worked, Plaintiff, the Class, and the Aggrieved Employees have suffered, and will continue to
18 suffer, damages in amounts which are presently unknown to them, but which exceed the
19 jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

20 51. By failing to keep adequate time records required by Labor Code § 1174(d),
21 Defendants have made it difficult to calculate the full extent of overtime compensation due to
22 Plaintiff, the Class, and the Aggrieved Employees.

23 52. Plaintiff, the Class, and the Aggrieved Employees also request recovery of overtime
24 compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor
25 Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum
26 as provided by the California Labor Code and/or other statutes.
27
28

53. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff, the Class, and the Aggrieved Employees with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

54. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 53 in this Complaint.

55. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff, the Class, and the Aggrieved Employees of all duty to allow first daily meal periods no later than the end of Plaintiff, the Class, and the Aggrieved Employee's fifth hour of work in a workday, and to take second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

56. Despite these legal requirements, Defendants regularly failed to provide Plaintiff, the Class, and the Aggrieved Employees with both meal periods as required by California law. By their failure to provide lawful meal periods Plaintiff, the Class, and the Aggrieved Employees to take all meal periods as alleged above (or because Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

57. Under California law, Plaintiff, the Class, and the Aggrieved Employees are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal periods, plus interest.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 57 in this Complaint.

59. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). According to the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

60. Despite these legal requirements, Defendants failed to authorize Plaintiff, the Class, and the Aggrieved Employees to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff, the Class, and the Aggrieved Employees to take rest periods as alleged above (or because Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

61. Under California law, Plaintiff, the Class, and the Aggrieved Employees are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest breaks, plus interest.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

62. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 61 in this Complaint.

1 63. California Labor Code §§ 201 and 202 provide that if an employer discharges an
2 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
3 and that if an employee voluntarily leaves his or her employment, his or her wages shall become
4 due and payable not later than seventy-two (72) hours thereafter, unless the employee has given
5 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
6 is entitled to his or her wages at the time of quitting.

7 64. Within the applicable statute of limitations, the employment of many other members
9 of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will
10 be. However, during the relevant time period, Defendants failed, and continue to fail to pay
11 terminated Class Members, without abatement, all wages required to be paid by California Labor
12 Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their
13 leaving Defendants' employ.

14 65. Defendants' failure to pay those Class members who are no longer employed by
15 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
16 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
17 202.

18 66. California Labor Code § 203 provides that if an employer willfully fails to pay
19 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
20 a penalty wage from the due date, and at the same rate until paid or until an action is commenced;
21 but the wages shall not continue for more than thirty (30) days.

22 67. The Class is also entitled to recover from Defendants their accruing wages for each
23 day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant
24 to California Labor Code § 203.

25 68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
26 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
27 action.

28

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 68 in this Complaint.

70. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

71. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff, the Class, and the Aggrieved Employees, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

72. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff, the Class, and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

73. Specifically, Plaintiff and the members of the Class have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage

1 statements under California Labor Code § 226(a).

2 74. Calculation of the true wage entitlement for Plaintiff, the Class, and the Aggrieved
3 Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiff, the Class,
4 and the Aggrieved Employees were also injured by having to bring this action to attempt to obtain
5 correct wage information following Defendants' refusal to comply with many of the mandates of
6 California's Labor Code and related laws and regulations.

7 75. Plaintiff, the Class, and the Aggrieved Employees are entitled to recover from
9 Defendants the greater of their actual damages caused by Defendants' failure to comply with
10 California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars
11 (\$4,000) per employee.

12 76. Plaintiff, the Class, and the Aggrieved Employees are also entitled to injunctive
13 relief, as well as an award of attorneys' fees and costs to ensure compliance with this section,
14 pursuant to California Labor Code § 226(h).

15 **SEVENTH CAUSE OF ACTION**

16 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

17 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
18 1 through 76 in this Complaint.

19 78. As set forth above, Plaintiff, the Class, and the Aggrieved Employees were required
20 to incur substantial necessary expenditures and losses in direct consequence of the discharge of
21 their duties or of their obedience to directions of Defendants.

22 79. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
23 Plaintiff, the Class, and the Aggrieved Employees for necessary expenditures and losses incurred
24 in direct consequence of the discharge of their duties or of their obedience to directions of
25 Defendants.

26 80. As a result, Plaintiff, the Class, and the Aggrieved Employees were damaged at least
27 in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

28 81. Plaintiff, the Class, and the Aggrieved Employees are entitled to reasonable

attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

82. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 81 in this Complaint.

83. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

84. Defendants' conduct has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

85. Defendants' activities are violations of California law and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

86. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

87. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

88. Defendants' failure to pay overtime compensation and other benefits in violation of

California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

89. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

90. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business & Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

91. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

92. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

93. Plaintiff, the Class, and the Aggrieved Employees Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

94. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff, the Class, and the Aggrieved Employees have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff, the Class, and the Aggrieved Employees are not obligated to establish individual knowledge of the wrongful practices of Defendants to recover restitution.

1 95. Plaintiff, individually, and on behalf of members of the putative Class, is further
2 entitled to, and does, seek a declaration that the above-described business practices are unfair,
3 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
4 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
5 in the future.

6 96. Plaintiff, individually, and on behalf of members of the putative Class, has no plain,
7 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
8 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
9 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
10 individually, and on behalf of members of the putative Class, has suffered and will continue to
11 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
12 engage in said unfair, unlawful and/or fraudulent business practices.

13 97. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
14 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
15 withholdings.
16

17 98. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
18 putative Class Members are entitled to restitution of the wages withheld and retained by
19 Defendants during a period that commences four years prior to the filing of this complaint; a
20 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class
21 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and
22 other applicable laws; and an award of costs.

23 **NINTH CAUSE OF ACTION**

24 **(Civil Penalties Under the Private Attorneys General Act of 2004,**

25 **Cal. Lab. Code, §§ 2698, *et seq.*)**

26 99. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
27 1 through 98 in this Complaint.
28

1 100. At all times herein mentioned, Defendants were subject to the California Labor
2 Code and the applicable IWC Wage Orders.

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

11 102. Plaintiff has exhausted his administrative remedies pursuant to California Labor
12 Code section 2699.3. On or about June 17, 2026, Plaintiff gave written notice by online filing to
13 the Labor and Workforce Development Agency and by certified mail to Defendants of the specific
14 provisions of the California Labor Code that Defendants have violated against Plaintiff and current
15 and former Aggrieved Employees, including the facts and theories to support the
16 violations. Plaintiff also paid the filing fee on or about June 17, 2026. Plaintiff’s PAGA case
17 number is LWDA-CM-1184810-26. A true and correct copy of the PAGA notice is attached as
18 **Exhibit 1.**

19 103. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
20 Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor
21 Code violations discussed in the notices. Accordingly, Plaintiff may commence a civil action to
22 recover penalties under California Labor Code section 2699 pursuant to section 2699.3 for the
23 violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code
24 section 2699, subdivision (a), Plaintiff for himself and all current and former Aggrieved
25 Employees, seeks recovery of any and all applicable civil penalties for Defendants’ violation of
26 California Labor Code sections 226, 226.3, 226.7, 558, 1197.1, 2699, 2800, and 2802.
27
28

1 104. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
2 Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person,
3 including any entity, employing labor who willfully fails to maintain accurate and complete records
4 required by California Labor Code section 1174 is subject to a penalty under section 1174.5.
5 Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep
6 time records showing when the employee begins and ends each work period. Meal periods, and
7 total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order
8 section 7, subdivision (A)(5), every employer shall keep total hours worked in the payroll period
9 and applicable rates of pay.
10

11 105. During the time period of employment for Plaintiff and the Aggrieved Employees,
12 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
13 failing to maintain accurate records showing meal periods, and accurate records showing when
14 employees begin and end each work period. Defendants' failure to provide and maintain records
15 required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved
16 Employees the ability to know, understand and question the accuracy and frequency of meal
17 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff
18 and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
19 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
20 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
21 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
22 seeking to compel Defendants to fully perform their obligation under state law, all to their
23 respective damage in amounts according to proof at trial. Because of Defendants' knowing failure
24 to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
25 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
26 understanding, and disputing the wage payments paid to them.

27 106. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
28 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of

Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

107. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code section 2699, subdivision (g)(1) which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the Class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all

overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
2 termination of the employment;

3 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
4 employees who have left Defendants' employ;

5 27. For pre-judgment interest on any unpaid wages from the date such amounts were
6 due;

7 28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

9 29. For such other and further relief as the Court may deem equitable and appropriate.

10 As to the Sixth Cause of Action

11 30. That the Court declare, adjudge, and decree that Defendants violated the record
12 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
13 willfully failed to provide accurate itemized wage statements thereto;

14 31. For all actual damages, according to proof;

15 32. For statutory penalties pursuant to California Labor Code § 226(e);

16 33. For injunctive relief to ensure compliance with this section, pursuant to California
17 Labor Code § 226(h);

18 34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

19 35. For such other and further relief as the Court may deem equitable and appropriate.

20 As to the Seventh Cause of Action

21 36. That the Court declare, adjudge, and decree that Defendants violated California
22 Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

23 37. For unpaid wages or unreimbursed business expenses as may be appropriate;

24 38. For pre-judgment interest on any unpaid compensation commencing from the date
25 such amounts were due;

26 39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

27 40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

42. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

43. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

45. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

46. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

48. For all civil penalties pursuant to California Labor Code sections 2699, *et seq.*, and all other applicable Labor Code provisions;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 2699; and

50. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action

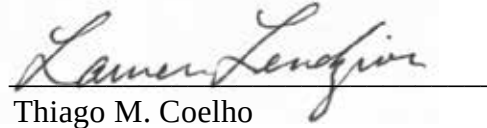
51. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: August 28, 2026

WILSHIRE LAW FIRM, PLC

By:



Thiago M. Coelho

Lauren M. Lenzion

Jennifer M. Leinbach

Jesse S. Chen

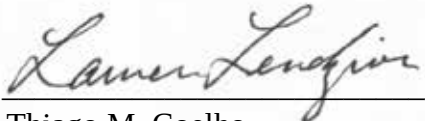
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: August 28, 2026

WILSHIRE LAW FIRM, PLC

By: 

Thiago M. Coelho

Lauren Lenzion

Jennifer M. Leinbach

Jesse S. Chen

Attorneys for Plaintiff

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Tel: (213) 381-9988
Fax: (213) 381-9989
wilshirelawfirm.com



Sean Paisan, Esq.
John Yslas, Esq.
John Lucas, Esq.
Tyler Woods, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.
Arrash Fattahi, Esq.

June 17, 2026

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

AIG Claims, Inc.
777 S. Figueroa Street
Los Angeles, CA 90017
(Via Certified Mail, Return Receipt Requested)
9489 0090 0027 6639 1378 54

CSC - Lawyers Incorporating Service
Agent for Service of Process for:
AIG Claims, Inc.
2710 Gateway Oaks Drive, Ste. 150N
Sacramento, California 95833
(Via Certified Mail, Return Receipt Requested)
9489 0090 0027 6639 1378 47

RE: ***Amanda Marie Cassidy v. AIG Claims, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Amanda Marie Cassidy to pursue a representative action under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2699, *et seq.*, against Ms. Cassidy's former employer, AIG Claims, Inc. ("AIG Claims" or "Employer"). This letter is intended to comply with Labor Code section 2699.3 and sets forth the specific Labor Code provisions alleged to have been violated, including the facts and theories supporting those violations.

Ms. Cassidy wishes to pursue this action on behalf of the State of California, herself, and all other current and former persons who worked for AIG Claims in California as non-exempt or hourly-paid employees at any time during the applicable statutory period and against whom one or more of the same Labor Code provisions was violated (collectively, "Aggrieved Employees").

Ms. Cassidy and Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Ms. Cassidy's Employment with AIG Claims

AIG Claims is a business entity conducting business in the State of California, including in Los Angeles County. AIG Claims owns and operates an industry, business, and establishment within California and was Ms. Cassidy's former employer. Therefore, and based on all the facts and circumstances incident to AIG Claims' business in California, AIG Claims is subject to the Labor Code, the Industrial Welfare Commission ("IWC") Wage Orders, and the California Business and Professions Code.

Ms. Cassidy is a resident of Orange County, California. She worked for AIG Claims in Los Angeles, California as an hourly-paid, non-exempt Claims Severity Analyst from approximately May 1, 2023 to approximately April 2, 2026. Ms. Cassidy's primary job functions included attending customer arbitrations, mediations, and jury trials; taking comprehensive notes; preparing reports; communicating case updates and hearing developments to supervisors; and monitoring case, settlement, court, and mediation-provider records.

During Ms. Cassidy's employment, AIG Claims paid Ms. Cassidy on a biweekly basis and classified her as non-exempt from overtime. AIG Claims typically scheduled Ms. Cassidy to work Monday through Friday from approximately 7:30 a.m. to 4:00 p.m.; however, Ms. Cassidy regularly worked more than eight hours in a workday and/or more than forty hours in a workweek.

In performing her duties, Ms. Cassidy was regularly required to perform work off the clock and without compensation. For example, when Ms. Cassidy was assigned to attend a jury trial in Los Angeles County that did not permit cameras, Ms. Cassidy arrived at the courthouse one to two hours early to prepare notes and materials before entering the courthouse. Ms. Cassidy understood she would be reprimanded if she clocked in before her scheduled start time, so she performed this work before clocking in. This pre-shift work averaged approximately 1.5 hours per week.

Additionally, Ms. Cassidy was involved in customer arbitrations and mediations. During unpaid meal periods, Ms. Cassidy clocked out in WorkDay at the instruction of supervisors. However, Ms. Cassidy was required to continue working through those meal periods by writing reports regarding the notes she had taken during the morning proceedings and by participating in calls with her supervisors to explain the information provided during the morning hearings. As a result, Ms. Cassidy regularly worked during unpaid meal periods.

Ms. Cassidy was also required to carry and monitor both her personal cell phone and company phone at all times, including during meal and rest periods. Supervisors periodically called Ms. Cassidy with work-related questions, update requests, and instructions. If Ms. Cassidy did not answer immediately, her supervisors continued calling until Ms. Cassidy answered. As a result, Ms. Cassidy understood she had to monitor her phones at all times, including during purported meal and rest periods.

Ms. Cassidy also performed uncompensated work after regular working hours and on days off. Ms. Cassidy received calls and texts from supervisors and/or coworkers after regular working hours and on days off concerning work-related questions, requests for updates, work instructions, and recent case developments. Approximately seven days per week, her supervisor instructed her to check court and mediation provider records for updates, including recent settlements, so Ms. Cassidy could determine whether she needed to travel for work that week. This record-checking work was performed after hours and on her days off.

Ms. Cassidy was also frequently deprived of legally compliant rest periods. While Ms. Cassidy was involved in customer arbitrations, mediations, or jury trials, she was not allowed to leave hearings unattended because her job duties required her to take comprehensive notes. As a result, Ms. Cassidy had to remain on duty throughout her shift and was not authorized and permitted to take uninterrupted, duty-free rest periods.

AIG Claims did not provide Ms. Cassidy and Aggrieved Employees with meal and rest break premiums as required by the Labor Code, and Ms. Cassidy does not recall ever receiving meal or rest break premium payments. Additionally, Ms. Cassidy necessarily incurred business-related expenses, including personal cell phone expenses and GPS-related use. Ms. Cassidy's personal cell phone plan cost approximately \$85 per month, and approximately 30 percent of that use was work-related, but AIG Claims did not reimburse Ms. Cassidy for those necessary business expenses.

Throughout Ms. Cassidy's employment, AIG Claims did not (1) pay for all hours worked, including minimum, straight time, and overtime wages; (2) provide Ms. Cassidy with legally compliant meal periods; (3) authorize and permit Ms. Cassidy to take legally compliant rest periods; (4) timely pay all wages due upon separation from employment; (5) furnish accurate, itemized wage statements; (6) maintain accurate records of hours worked and meal periods; and (7) indemnify Ms. Cassidy for necessary business expenditures. Ms. Cassidy's experience working for AIG Claims was typical and illustrative of the policies and practices challenged in this notice.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay employees for all hours worked. "Hours worked" includes the time during which an employee is subject to the control of an employer and all time the employee is suffered or permitted to work, whether or not required to do so.

Labor Code section 510 provides that employees in California shall not be employed more than eight hours in any workday or forty hours in any workweek unless they receive overtime compensation in the amounts specified by law. Labor Code sections 1194 and 1198 also require payment of overtime compensation and render unlawful the employment of an employee for longer hours than those fixed by the IWC.

Throughout the statutory period, AIG Claims did not pay Ms. Cassidy and Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. AIG Claims required Ms. Cassidy and Aggrieved Employees, or some of them, to work off the clock and without compensation by, among other things, requiring work before clocking in, during unpaid meal periods, during purported rest periods, after clocking out, and on days off.

For Ms. Cassidy, this unpaid work included, without limitation, (1) preparing notes and materials before scheduled shifts and before clocking in; (2) writing reports and communicating with supervisors during unpaid meal periods; (3) monitoring and responding to work calls and texts on personal and company phones during purported meal and rest periods; (4) responding to after-hours and off-day work calls and texts from supervisors and coworkers; and (5) checking court and mediation-provider records for case updates.

Some of this unpaid work should have been paid at the overtime rate because it caused Ms. Cassidy and Aggrieved Employees, or some of them, to work more than eight hours in a workday and/or more than forty hours in a workweek. AIG Claims also failed to include all compensable time, including off-the-clock hours and time worked during meal and rest periods, when calculating wages due and overtime compensation. In failing to pay for all hours worked, AIG Claims also failed to maintain accurate records of the hours Ms. Cassidy and Aggrieved Employees, or some of them, worked.

As a result, AIG Claims is liable to Ms. Cassidy and Aggrieved Employees, or some of them, for civil penalties provided by Labor Code sections 210, 1197.1, and 2699, subdivision (f), and for violations of Labor Code sections 204, 510, 1194, 1197, 1197.1, 1198, and applicable IWC Wage Orders.

Failure to Provide Meal Breaks

Under California law, employers have an affirmative obligation to relieve employees of all duty and permit employees to take a first 30-minute, duty-free meal period no later than the start of the sixth hour of work, and a second 30-minute, duty-free meal period no later than the start of the eleventh hour of work. Labor Code sections 226.7 and 512 and the applicable IWC Wage Orders prohibit employers from requiring employees to work during required meal periods. Employees are entitled to one hour of additional wages for each workday on which all required meal periods were not provided.

Despite these requirements, AIG Claims at times wrongfully failed to provide Ms. Cassidy and Aggrieved Employees, or some of them, with legally mandated 30-minute, uninterrupted, and duty-free meal periods. Although AIG Claims instructed Ms. Cassidy to clock out for meal periods in WorkDay, Ms. Cassidy was required to work through those meal periods by preparing reports based on hearing notes and participating in calls with her supervisors to explain the information presented during the proceedings.

AIG Claims also continued to assert control over Ms. Cassidy and Aggrieved Employees, or some of them, during meal periods by requiring them to remain available to answer work-related calls, texts, questions, requests for updates, and instructions. Ms. Cassidy was required to carry and monitor her personal and company phones at all times, including during meal periods. When Ms. Cassidy did not answer immediately, supervisors continued calling until she answered. Accordingly, Ms. Cassidy was not relieved of all duty and was not free from Employer control during purported meal periods.

AIG Claims did not pay Ms. Cassidy and Aggrieved Employees, or some of them, the one hour of premium wages owed for workdays on which legally compliant meal periods were not provided. Ms. Cassidy does not recall receiving any meal period premium payments. Thus, AIG Claims is liable to Ms. Cassidy and Aggrieved Employees, or some of them, for civil penalties provided by Labor Code sections 210 and 2699, subdivision (f), for failing to provide meal periods and failing to pay meal period premium wages in violation of Labor Code sections 226.7 and 512 and the applicable IWC Wage Orders.

Failure to Authorize and Permit Rest Breaks

California law requires employers to authorize and permit employees to take paid, duty-free rest periods of at least 10 uninterrupted minutes for each four hours worked or major fraction thereof. Each failure to authorize and permit required rest periods violates California rest period law. Labor Code section 226.7 and the applicable IWC Wage Orders prohibit employers from requiring employees to work during required rest periods.

Throughout the statutory period, AIG Claims at times wrongfully failed to authorize and permit Ms. Cassidy and Aggrieved Employees, or some of them, to take legally compliant rest periods. As previously mentioned, Ms. Cassidy would participate in arbitrations, mediations, or jury trials and was not allowed to leave the hearing unattended because her job duties required her to take comprehensive notes. As a result, Ms. Cassidy had to remain on duty throughout her shift and was not authorized and permitted to take 10-minute, uninterrupted, duty-free rest periods.

AIG Claims also asserted control over Ms. Cassidy and Aggrieved Employees, or some of them, during purported rest periods by requiring them to carry and monitor phones and respond to work-related calls, texts, update requests, and instructions. Supervisors called Ms. Cassidy periodically and continued calling until Ms. Cassidy answered, causing Ms. Cassidy to understand that she had to monitor her phones at all times. These requirements prevented Ms. Cassidy from taking rest periods free from duty and Employer control.

AIG Claims did not pay Ms. Cassidy and Aggrieved Employees, or some of them, the one hour of premium wages owed for workdays on which all required rest periods were not authorized and permitted. Ms. Cassidy

does not recall receiving any rest period premium payments. As a result, AIG Claims is liable to Ms. Cassidy and Aggrieved Employees, or some of them, for civil penalties provided by Labor Code sections 210 and 2699, subdivision (f), for failing to authorize and permit rest periods and failing to pay rest period premium wages in violation of Labor Code section 226.7 and the applicable IWC Wage Orders.

Failure to Pay All Earned Wages Twice Per Month

Based on AIG Claims' failure at times to pay Ms. Cassidy and Aggrieved Employees, or some of them, all wages as discussed above, AIG Claims also violated Labor Code section 204.

Labor Code section 204 requires employers to pay employees all earned wages twice per month. Throughout the applicable statute of limitations period, Ms. Cassidy and Aggrieved Employees, or some of them, were entitled to be paid all wages due at the required times, including wages for all hours worked, overtime wages, meal period premium wages, and rest period premium wages. AIG Claims failed and refused to pay all such wages when due because it did not compensate Ms. Cassidy and Aggrieved Employees, or some of them, for all hours worked, work performed during meal and rest periods, or premium wages owed for noncompliant meal and rest periods.

Accordingly, AIG Claims is liable to Ms. Cassidy and Aggrieved Employees, or some of them, for civil penalties provided by Labor Code section 210 and PAGA for failing to pay all earned wages twice per month in violation of Labor Code section 204.

Failure to Maintain Accurate Records of Hours Worked and Meal Breaks

Ms. Cassidy seeks penalties under Labor Code section 1174, subdivision (d). Labor Code section 1174.5 provides penalties for a person or entity employing labor that willfully fails to maintain accurate and complete records required by Labor Code section 1174. Under the applicable IWC Wage Orders, every employer must keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily must also be recorded.

AIG Claims, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Ms. Cassidy and Aggrieved Employees, or some of them. AIG Claims tracked hours through WorkDay, but its records were inaccurate because Ms. Cassidy was instructed to clock out during meal periods while still performing work, was not permitted to clock in early even when required to prepare materials before scheduled shifts, and performed additional work after hours and on days off that was not recorded.

AIG Claims' failure to provide and maintain records required by the Labor Code and applicable IWC Wage Orders deprived Ms. Cassidy and Aggrieved Employees, or some of them, of the ability to know, understand, and question the accuracy and frequency of meal periods and the accuracy of their hours worked as stated in AIG Claims' records. As a result, Ms. Cassidy and Aggrieved Employees, or some of them, were prevented from knowing, understanding, and disputing the wages paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code sections 201 and 202 provide that when an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that when an employee voluntarily leaves employment, the employee's wages become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of the intention to quit, in which case the employee is entitled to wages at the time of quitting. Labor Code section 203 provides waiting time penalties when an employer willfully fails to timely pay wages owed under Labor Code sections 201 and 202.

Within the applicable statute of limitations, Ms. Cassidy's employment ended on or about April 2, 2026, and the employment of many other Aggrieved Employees ended, or will end, by discharge, resignation, or other separation. Because AIG Claims failed to pay for all hours worked, overtime wages, meal period premium wages, and rest period premium wages during employment, AIG Claims also failed to pay all wages earned and unpaid at separation.

AIG Claims' failure to timely pay Ms. Cassidy and terminated Aggrieved Employees, or some of them, all earned and unpaid wages at separation violates Labor Code sections 201 and/or 202. Accordingly, Ms. Cassidy and Aggrieved Employees, or some of them, are entitled to recover civil penalties under PAGA and waiting time penalties under Labor Code section 203 to the extent available, and AIG Claims is liable for civil penalties provided by Labor Code section 2699, subdivision (f), for failing to timely pay all wages at termination.

Failure to Furnish Accurate Wage Statements

Labor Code section 226, subdivision (a) requires employers to furnish accurate, itemized wage statements showing, among other things, gross wages earned, total hours worked, net wages earned, the inclusive dates of the pay period, the employee's name and identifying information, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period with the corresponding number of hours worked at each hourly rate.

Throughout the statutory period, AIG Claims at times failed, and continues at times to fail, to timely furnish Ms. Cassidy and Aggrieved Employees, or some of them, accurate, itemized wage statements showing all applicable hourly rates, total hours worked, gross wages earned, and net wages earned. Because AIG Claims failed to record and pay for off-the-clock work, work performed during unpaid meal periods, work performed during purported rest periods, overtime wages, and meal and rest period premium wages, the wage statements furnished to Ms. Cassidy and Aggrieved Employees understated hours worked and wages earned.

As a result of AIG Claims' violations of Labor Code section 226, Ms. Cassidy and Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights because they were deprived of accurate wage statements and were hindered from determining the amounts of wages, overtime compensation, and meal and rest period premiums owed to them. AIG Claims is liable to Ms. Cassidy and Aggrieved Employees, or some of them, for civil penalties provided by Labor Code section 226.3 and PAGA for failing to furnish accurate itemized wage statements.

Recordkeeping Requirement Violations

Labor Code section 1174 requires employers to keep accurate and complete payroll records showing, among other things, hours worked daily by employees. The applicable IWC Wage Orders similarly require employers to keep accurate time records reflecting when employees begin and end each work period, meal periods, and total daily hours worked.

Based on information and belief, AIG Claims at times failed, and continues at times to fail, to keep accurate and complete payroll records as required by law, including records of total daily hours worked, applicable rates of pay, time records showing when Ms. Cassidy and Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

AIG Claims failed to keep accurate and complete records showing total hours worked by Ms. Cassidy and Aggrieved Employees, or some of them, because AIG Claims required off-the-clock work before shifts, after shifts, on days off, and during unpaid meal periods. AIG Claims also failed to record the true start and end times of meal periods and work shifts because WorkDay did not reflect the time Ms. Cassidy and Aggrieved Employees spent performing compensable work while clocked out or otherwise off the clock.

AIG Claims' failure to keep accurate and complete payroll and time records for Ms. Cassidy and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and the applicable IWC Wage Orders. These violations subject AIG Claims to civil penalties under Labor Code sections 226.3, 1174.5, and 2699.

Failure to Indemnify Necessary Expenditures

Labor Code section 2802, subdivision (a) requires employers to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties or obedience to the employer's directions.

Throughout the applicable statute of limitations period, AIG Claims wrongfully required Ms. Cassidy and Aggrieved Employees, or some of them, to incur necessary employment-related expenses in direct discharge of their duties without reimbursement. For example, Ms. Cassidy was required to carry and use her personal cell phone for work-related calls, texts, updates, instructions, and GPS navigation. AIG Claims did not reimburse Ms. Cassidy for this necessary business expense.

As a result, AIG Claims is liable to Ms. Cassidy and Aggrieved Employees, or some of them, for civil penalties, including under Labor Code section 2699, subdivision (f), for violations of Labor Code section 2802.

Action for PAGA Civil Penalties

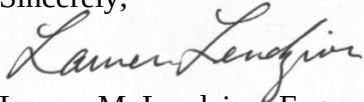
In light of the above, Ms. Cassidy alleges that AIG Claims violated the following provisions of the Labor Code and applicable IWC Wage Orders with respect to Ms. Cassidy and Aggrieved Employees, or some of them:

1. Labor Code sections 204, 510, 1194, 1197, 1197.1, and 1198, and applicable IWC Wage Orders, by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code sections 226.7 and 512, and applicable IWC Wage Orders, by failing at times to provide legally compliant meal periods and failing to pay meal period premium wages;
3. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to authorize and permit legally compliant rest periods and failing to pay rest period premium wages;
4. Labor Code sections 204 and 210 by failing at times to pay all earned wages twice per month;
5. Labor Code sections 1174 and 1174.5, and applicable IWC Wage Orders, by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code sections 201, 202, and 203 by willfully failing at times to timely pay all wages owed at termination or separation;
7. Labor Code sections 226 and 226.3 by failing at times to provide accurate itemized wage statements;
8. Labor Code sections 1174, 1198, and 1199, and applicable IWC Wage Orders, by failing at times to keep accurate and complete payroll and time records; and
9. Labor Code section 2802 by failing at times to indemnify necessary business expenditures.

Therefore, on behalf of the State of California, herself, and Aggrieved Employees, Ms. Cassidy seeks all applicable civil penalties related to the violations alleged above under PAGA. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699.

Ms. Cassidy has placed AIG Claims on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, reading "Lauren Lenzion". The signature is fluid and cursive, with the first name "Lauren" and last name "Lenzion" clearly distinguishable.

Lauren M. Lenzion, Esq.

WILSHIRE LAW FIRM, PLC

lauren.lenzion@wilshirelawfirm.com

LaurenLenzionsTeam@wilshirelawfirm.com

PROOF OF SERVICE

AMANDA MARIE CASSIDY vs AIG CLAIMS, INC.
Los Angeles County Superior Court Case No.: 26STCV17147

I, Virginia Tomlinson, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is virginia.tomlinson@wilshirelawfirm.com.

On **August 28, 2026**, I served the foregoing document(s) described as:
FIRST AMENDED COMPLAINT
on interested parties in this action as follows:

Daniel Chammas
FORD HARRISON
350 South Grand Avenue, Suite 2300
Los Angeles, CA 90071
dchammas@fordharrison.com

Attorneys for Defendant, AIG CLAIMS, INC.

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 28, 2026**, at Los Angeles, California.



Virginia Tomlinson