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Attorneys for Plaintiffs ESMERALDA ESCOBEDO
GREGORY ELLIS, and MADELINE SIANO-PORTILLO
on behalf of themselves and others similarly situated

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

ESMERALDA ESCOBEDO, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

PATELCO CREDIT UNION, a California
nonprofit corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 26CV193760

CLASS ACTION

Assigned for All Purposes To:
Hon. Somnath Raj Chatterjee
Dept.: 21

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et*
seq. and 246;
7. Violation of Labor Code § 226(a);
8. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5;
10. Penalties Pursuant to Labor Code § 203;
11. Violation of Business & Professions Code §
17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et*
seq.

DEMAND FOR JURY TRIAL

1 Plaintiffs ESMERALDA ESCOBEDO, GREGORY ELLIS, and MADELINE SIANO-
2 PORTILLO (hereinafter "Plaintiffs") on behalf of themselves and all others similarly situated
3 (collectively, "Employees"; individually, "Employee") complains of Defendants, and each of
4 them, as follows:

5 INTRODUCTION

6 1. Plaintiffs bring this action on behalf of themselves and all current and former
7 Employees within the State of California who, at any time four (4) years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees by Defendants PATELCO
9 CREDIT UNION, a California nonprofit corporation; and DOES 1 through 50 (all defendants being
10 collectively referred to herein as "Defendants"). Plaintiffs allege that Defendants, and each of them,
11 violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare
12 Commission (IWC) and California Business & Professions Code, and seeks redress therefore.

13 2. Plaintiffs are residents of California and during the time period relevant to this
14 Complaint were employed by Defendants as non-exempt hourly employees within the State of
15 California at Defendants' facilities and offices in California. Plaintiffs and the other Class members
16 worked for Defendants in Alameda County, and in other nonexempt positions, throughout
17 California, and consistently worked at Defendants' behest without being paid all wages due. More
18 specifically, Plaintiffs and the other similarly situated Class members were employed by Defendants
19 and worked at Defendants' offices and other facilities where the conduct giving rise to the
20 allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiffs were
21 employed by Defendants and (1) shared similar job duties and responsibilities, (2) were subjected
22 to the same policies and practices, and (3) endured similar violations at the hands of Defendants as
23 the other Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiffs and the Employees in the Class to perform work off
25 the clock and failed to record accurate time worked by these Employees, failed to pay all wages
26 due and owing at termination or resignation, and provided Plaintiffs and Class members with
27 inaccurate wage statements that prevented them from learning of these unlawful pay practices.
28 Defendants also failed to provide Plaintiffs and the Class with lawful meal and rest periods, as

employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

THE PARTIES

A. The Plaintiffs

4. Plaintiff ESMERALDA ESCOBEDO has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

5. Plaintiff GREGORY ELLIS has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

6. Plaintiff MADELINE SIANO-PORTILLO has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

7. Defendant PATELCO CREDIT UNION is a California nonprofit corporation with its principle executive offices in Dublin, California and has been listed as the employer on the paystubs and W2 issued to Plaintiffs during the relevant time period. PATELCO CREDIT UNION lists a California address in Dublin, California with the California Secretary of State and employs Plaintiffs and the Class members at Defendants' offices and facilities in Dublin, California and throughout California and conducts business throughout California.

8. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein.

9. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities

become known.

10. Plaintiffs are informed and believe and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Alameda County and Defendants maintain and operate company offices and facilities in Alameda County, and employ Plaintiffs and other Class members in Alameda County and throughout California.

FACTUAL BACKGROUND

12. The Employees who comprise the Class and Collective, including Plaintiffs, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in nonexempt positions at the direction of Defendants in the State of California. Plaintiffs and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular, and overtime rates. Specifically, Plaintiffs and Employees were not paid for all the overtime hours they worked, including time spent working off the clock undergoing security checks, booting up their computers, logging into Defendant's system, and loading the program used to clock in pre-shift; checking email and messages pre-shift; providing updates, sending files, and engaging in client-escalation assistance

1 off-the-clock; taking classes and preparing for licensing exams; by answering phone calls and text
2 messages from supervisors; time spent getting required COVID-19 testing and vaccinations off-
3 the-clock; and while clocked out for meal breaks. Plaintiffs also contend that Defendants failed to
4 pay Plaintiffs and the Class members all wages due and owing and failed to provide meal and rest
5 breaks, all in violation of various provisions of the California Labor Code and applicable Wage
6 Orders. Additionally, Defendants paid Plaintiffs and Employees nondiscretionary commissions,
7 incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and
8 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
9 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the
10 calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore,
11 during times when Plaintiffs and Employees worked overtime and received nondiscretionary
12 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed
13 to pay all overtime wages by paying a lower overtime rate than required. Lastly, Defendants failed
14 to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for
15 overtime and double time pay.

16 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
17 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
18 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
19 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
20 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
21 regular rate of pay for purposes of calculating sick pay. Additionally, Defendants failed to
22 incorporate the prevailing wage rate into the regular rate of pay used to calculate sick pay.
23 Therefore, during times when Plaintiffs and Employees worked overtime and received
24 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
25 prevailing wages, Defendants failed to pay all sick pay by paying a lower overtime rate than
26 required.

27 14. From at least four (4) years prior to the filing of this lawsuit and continuing to the
28 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,

1 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
2 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
3 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
4 regular rate of pay for purposes of calculating vacation pay. Additionally, Defendants failed to
5 incorporate the prevailing wage rate into the regular rate of pay used to calculate vacation pay.
6 Therefore, during times when Plaintiffs and Employees worked overtime and received
7 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
8 prevailing wages, Defendants failed to pay all vacation pay by paying a lower overtime rate than
9 required.

10 15. Throughout the course of Plaintiffs and the Class members' employment with
11 Defendants, they were required to work during their meal and rest breaks which were not
12 compensated by Defendants in violation of the California Labor Code. Plaintiffs and the Class
13 members were also not paid regular wages and overtime for the time they were required to
14 comply with other requirements imposed upon them, which they had to complete while working
15 through their meal breaks and without compensation. As a result, Plaintiffs and the Class
16 members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week,
17 but they were not paid at the appropriate overtime rate for all such hours, including by being
18 required to perform work duties and tasks without pay and while off-the-clock. As a result,
19 Plaintiffs and the Class members worked substantial overtime hours during their employment
20 with Defendants for which they were not compensated, in violation of the California Labor Code,
21 applicable IWC Wage Orders.

22 16. As a result of the above described demands and pressures to work through breaks,
23 and the other wage violations they endured at Defendants' hands, Plaintiffs and the Class members
24 were not properly paid for all wages earned and for all wages owed to them by Defendants,
25 including when working more than eight (8) hours in any given day and/or more than forty (40)
26 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiffs and
27 Class members incurred overtime hours worked for which they were not adequately and
28 completely compensated. To the extent applicable, Defendants also failed to pay Plaintiffs and the

1 Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
2 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
3 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
4 Labor Code, applicable IWC Wage Orders.

5 17. Therefore, from at least four (4) years prior to the filing of this lawsuit and
6 continuing to the present, Defendants had a consistent policy or practice of failing to pay
7 Employees for all hours worked and failing to pay minimum wage for all time worked as required
8 by California Law.

9 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
10 continuing to the present, Defendants had a consistent policy or practice of failing to pay
11 Employees overtime compensation at premium overtime rates for all hours worked in excess of
12 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
13 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
14 sections of IWC Wage Orders.

15 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
16 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
17 hours without providing them with timely, uninterrupted off-duty meal periods of not less than
18 thirty (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
19 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
20 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
21 Defendants failed to provide or deficiently provided. Additionally, Plaintiff Siano-Portillo and
22 Employees were required to keep their personal cell phones and work laptops on and remain on-
23 call during meal periods resulting in interruptions.

24 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants have failed to provide Employees with duty-free rest breaks of not less than
26 ten (10) minutes for every work period of four (4) or more consecutive hours; nor did Defendant
27 pay Employees premium pay for each day on which requisite rest breaks were not provided or
28 were deficiently provided at one hour of wages at each Employee’s effective regular rate of pay,

1 for each rest period that Defendants failed to provide or deficiently provided.

2 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
3 continuing to the present, Defendants have consistently failed to provide Employees with timely,
4 accurate, and itemized wage statements as required by California wage-and-hour laws.
5 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
6 correct overtime wages based on proper regular rate calculations that included nondiscretionary
7 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the
8 total amount of compensation of their Employees. The wage statements given to Class Members
9 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and
10 pay for overtime, double time, sick pay, vacation pay, and meal and rest break premiums.
11 Furthermore, Employees' wage statements did not include: the total hours worked in violation of
12 Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect
13 during the pay period and the corresponding number of hours worked at each such rate in violation
14 of Labor Code § 226(a)(9). Additionally, at least one of the wage statements issued to Plaintiff
15 Escobedo failed to include the name and address of the legal entity that is the employer in
16 violation of Labor Code § 226(a)(8). Moreover, the wage statements given to Employees by
17 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
18 periods and rest breaks all of which Defendants knew or reasonably should have known were
19 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
20 confusing and required Employees to engage in discovery and refer to outside sources to verify
21 whether their pay was correct, potentially resulting in a miscalculation by the Employees.

22 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the
23 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
24 performance of their job duties for Defendants including personal cell phone usage and remote-
25 work expenses, including home internet, headphones, a desk, a chair, a monitor, a keyboard, a
26 mouse, and paper and pens which were necessary to perform their duties under Defendants'
27 employ in violation of Labor Code § 2802.

28 23. Additionally, from at least three (3) years prior to the filing of this lawsuit, and

1 continuing to the present, Defendants have consistently failed to keep accurate time and wage
2 records as required by California wage-and-hour laws.

3 24. Additionally, from at least four (4) years prior to filing of this lawsuit and
4 continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur
5 and owed to Employees at the time of their termination or within seventy-two (72) hours of their
6 resignation, as required by California wage-and-hour laws.

7 25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
8 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558,
9 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.*, and
10 2802.

11 26. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
12 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
13 enjoyed from their violations of Labor Code.

14 **CLASS ALLEGATIONS**

15 27. Plaintiffs bring this class action on behalf of themselves and all others similarly
16 situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as
17 follows: all individuals employed by Defendants as non-exempt employees within the State of
18 California at any time within four (4) years of the filing of this lawsuit.

19 28. Further, Plaintiffs seek to represent the following Subclasses composed of and
20 defined as follows:

21 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
22 compensated for all hours worked for Defendants at the applicable minimum wage.

23 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
24 compensated for all hours worked for Defendants at the required rates of pay, including for all
25 hours worked in excess of eight in a day and/or forty in a week.

26 c. Subclass 3. Vacation Wages Subclass. All Class members who were not paid all
27 vacation wages at termination.

28 d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at

1 the Employee's regular rate of pay for their sick pay wages.

2 e. Subclass 5. Meal Period Subclass. All Class members who were subject to
3 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
4 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

5 f. Subclass 6. Rest Break Subclass. All Class members who were subject to
6 Defendants' policy and/or practice of failing to authorize and permit Employees to take
7 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
8 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

9 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
10 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
11 by California wage-and-hour laws.

12 h. Subclass 8. Wage Statement Subclass. All Class members who, within the
13 applicable limitations period, were not provided with accurate, itemized wage statements.

14 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class
15 members who were subject to Defendants' failure to reimburse for expenses necessarily incurred
16 in the performance of Employees job duties for Defendants.

17 j. Subclass 10. Termination Pay Subclass. All Class members who, within the
18 applicable limitations period, either voluntarily or involuntarily separated from their employment
19 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
20 termination.

21 k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a
22 result of Defendants' business acts and practices, to the extent such acts and practices are found to
23 be unlawful, deceptive, and/or unfair.

24 29. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
25 modify the class description with greater particularity or further division into subclasses or
26 limitation to particular issues.

27 30. This action has been brought and may properly be maintained as a class action
28 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community

of interest in litigation and the proposed class is easily ascertainable.

A. Numerosity

31. The potential members of the class as defined are so numerous that joinder of all the members of the class is impracticable. While the precise number of class members has not been determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the time period relevant to this lawsuit, employed more than 100 individuals within the State of California.

32. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiffs allege that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

33. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;
- e. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;

- 1 h. Whether Defendants violated Labor Code § 226(a);
- 2 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 3 j. Whether Defendants failed to reimburse Employees for necessary business
- 4 expenses;
- 5 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
- 6 wages and compensation due and owing at the time of termination of employment;
- 7 l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- 8 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 9 n. Whether Employees are entitled to equitable relief pursuant to Business and
- 10 Professions Code § 17200 *et seq.*

11 **C. Typicality**

- 12 34. The claims of the named plaintiffs are typical of those of the other Employees.

13 Employees all sustained injuries and damages arising out of and caused by Defendants' common

14 course of conduct in violation of statutes, as well as regulations that have the force and effect of

15 law, as alleged herein.

16 **D. Adequacy of Representation**

- 17 35. Plaintiffs will fairly and adequately represent and protect the interest of Employees.

18 Counsel who represents Employees are experienced and competent in litigating employment class

19 actions.

20 **E. Superiority of Class Action**

- 21 36. A class action is superior to other available means for the fair and efficient
- 22 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
- 23 questions of law and fact common to all Employees predominate over any questions affecting only
- 24 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
- 25 Defendants' illegal policies or practices of failing to compensate Employees properly.

- 26 37. Class action treatment will allow those persons similarly situated to litigate their
- 27 claims in the manner that is most efficient and economical for the parties and the judicial system.
- 28 Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

38. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

39. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working off the clock by undergoing security checks, booting up their computers, logging into Defendant's system, and loading the program used to clock in pre-shift; checking emails and messages pre-shift; providing updates, sending files, and assisting in client escalation off-the-clock; taking classes and preparing for licensing exams; receiving and answering phone calls and text messages from supervisors; by getting required COVID-19 testing and vaccinations; and while clocked out for meal breaks. Defendants thus regularly failed to pay minimum wages to Plaintiffs and Class members. Moreover, Defendants did not pay Plaintiffs and Employees at the applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiffs and the other members of the Class as to minimum wage pay.

40. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

41. The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore entitled to double the minimum wage during the relevant period.

1 42. The minimum wage provisions of California Labor Code are enforceable by private
2 civil action pursuant to California Labor Code § 1194(a) which states:

3 Notwithstanding any agreement to work for a lesser wage, any
4 employee receiving less than the legal minimum wage or the legal
5 overtime compensation applicable to the employee is entitled to
6 recover in a civil action the unpaid balance of the full amount of this
minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

7 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
8 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

9 44. California Labor Code § 1194.2 also provides for the following remedies:

10 In any action under Section 1194 . . . to recover wages because of
11 the payment of a wage less than the minimum wages fixed by an
12 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

13 45. Defendants have the ability to pay minimum wages for all time worked and have
14 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
15 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

16 46. Wherefore, Employees are entitled to recover the unpaid minimum wages
17 (including double minimum wages), liquidated damages in an amount equal to the minimum
18 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
19 to California Labor Code § 1194(a).

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

22 **(Against All Defendants)**

23 47. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
24 full herein.

25 48. By their conduct, as set forth herein, Defendants violated California Labor Code §
26 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
27 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
28 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked

1 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
2 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
3 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
4 paying Employees wages for all hours worked including time spent working off the clock by
5 undergoing security checks, booting up their computers, logging into Defendant's system, and
6 loading the program used to clock in pre-shift; checking emails and messages pre-shift; providing
7 updates, sending files, and engaging in client escalation assistance off-the-clock; taking classes
8 and preparing for licensing exams; receiving and answering phone calls and text messages from
9 supervisors; time spent getting required COVID-19 testing and vaccinations off-the-clock; and
10 time spent working while clocked out for meal breaks. Moreover, Plaintiffs allege that
11 Defendants failed to pay for all overtime hours worked and/or paid overtime hours at the regular
12 hourly rate instead of one and a half times the regular rate. Employees regularly worked over 8
13 hours on a given day without receiving overtime compensation.

14 49. Furthermore, on information and belief, Defendants did not pay Plaintiffs and
15 Employees the correct overtime rate for the recorded overtime hours that they generated. In
16 addition to an hourly wage, Defendants paid Plaintiffs and Employees nondiscretionary
17 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon
18 information and belief, Defendants failed to incorporate all remunerations, including
19 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
20 bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime
21 wage rate. Additionally, Defendants failed to incorporate the prevailing wage rate into the regular
22 rate of pay used to calculate and pay for overtime and double time pay, sick pay, vacation pay,
23 and meal and rest break premiums.

24 50. Therefore, during times when Plaintiffs and Employees worked overtime and
25 received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
26 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than
27 required.

28 51. Defendants' failure to pay compensation in a timely fashion also constituted a

1 violation of California Labor Code § 204, which requires that all wages shall be paid
2 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
3 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
4 and overtime compensation earned by Employees. Each such failure to make a timely payment of
5 compensation to Employees constitutes a separate violation of California Labor Code § 204.

6 52. Employees have been damaged by these violations of California Labor Code §§
7 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

8 53. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
9 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
10 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
11 reasonable attorneys' fees and costs.

12 **THIRD CAUSE OF ACTION**

13 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

14 **(Against All Defendants)**

15 54. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
16 full herein.

17 55. Employees regularly worked shifts greater than five (5) hours and greater than ten
18 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
19 more than five (5) hours without providing him or her with a meal period of not less than thirty
20 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
21 meal period of not less than thirty (30) minutes.

22 56. Defendants failed to provide Employees with compliant meal periods as required
23 under the Labor Code. Employees were required to take meal periods after working well beyond
24 the five (5) hour shifts, in part due to the pre-shift off-the-clock work alleged above, and what
25 meal periods were provided were often less than thirty (30) minutes. Plaintiffs and Employees
26 were also interrupted during their meal periods. Additionally, Plaintiff Siano-Portillo and
27 Aggrieved Employees were required to keep their personal cell phones and work laptops on and
28 remain on-call during meal periods resulting in interruptions. Furthermore, Employees were

1 regularly required to work for more than 10 hours in a given shift without receiving a second thirty
2 (30) minute meal period as required by law.

3 57. Moreover, Defendants failed to compensate Employees for each meal period not
4 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
5 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
6 employee a meal period in accordance with this section, the employer shall pay the employee one
7 hour of pay at the employee's regular rate of compensation for each workday that the meal period
8 is not provided. Additionally, as detailed above, when Defendants did pay meal period premiums,
9 they did so at the normal regular rate of pay without factoring in all forms or
10 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

11 58. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
12 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
13 period not provided or deficiently provided, a sum to be proven at trial.

14 **FOURTH CAUSE OF ACTION**

15 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

16 **(Against All Defendants)**

17 59. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
18 full herein.

19 60. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
20 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
21 not less than ten (10) minutes for each consecutive four (4) hour shift.

22 61. Defendants failed to provide Employees with timely, uninterrupted rest breaks of
23 not less than ten (10) minutes for each consecutive four (4) hour shift.

24 62. Moreover, Defendants failed to compensate Employees for each rest period not
25 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
26 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
27 accordance with this section, the employer shall pay the employee one hour of pay at the
28 employee's regular rate of compensation for each workday that the rest period is not provided.

1 Defendants failed to compensate the Employees in the Class for each rest period not provided or
2 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
3 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
4 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
5 or by otherwise incorrectly calculating the regular rate.

6 63. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
7 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
8 worked without the required rest breaks, a sum to be proven at trial.

9 **FIFTH CAUSE OF ACTION**
10 **FAILURE TO PAY VACATION WAGES**
11 **(Against All Defendants)**

12 64. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 65. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
15 employment policy provides for paid vacation and an employee is terminated without having
16 taken off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate
17 in accordance with said contract of employment or policy respecting eligibility or time served.

18 66. Defendants paid non-discretionary bonuses, commissions, and/or shift differentials
19 to Employees but Defendants failed to include these forms of remuneration in the regular rate of
20 pay upon which vacation wages were calculated and paid.

21 67. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
22 Code § 227.3.

23 **SIXTH CAUSE OF ACTION**
24 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**
25 **(Against All Defendants)**

26 68. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 69. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time

1 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
2 times relevant, Defendants have failed to compute the amount due for paid sick time in
3 conformance with the pay calculation under California Labor Code § 246(1).

4 70. Defendants paid nondiscretionary commissions, incentive pay, shift differentials,
5 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
6 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Defendants
7 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and
8 pay sick pay. Rather than calculating the amount of paid sick time due when sick time is used
9 according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick
10 leave to Employees at a lower rate, in violation of the law.

11 71. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
12 Code §§ 245 *et seq.* and 246.

13 **SEVENTH CAUSE OF ACTION**
14 **VIOLATION OF LABOR CODE § 226(a)**
15 **(Against All Defendants)**

16 72. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
17 full herein.

18 73. California Labor Code § 226(a) requires an employer to furnish each of his or her
19 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
20 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
21 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
22 the employee's wages; or, if wages are paid by cash or personal check, these statements may be
23 given to the employee separately from the payment of wages; in either case the employer must give
24 the employee these statements twice a month or each time wages are paid.

25 74. Defendants failed to provide Employees with accurate itemized wage statements in
26 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
27 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
28 periods and rest breaks, all of which Defendants knew or reasonably should have known were

1 owed to Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative
2 obligation to keep accurate records of the correct overtime wages based on proper regular rate
3 calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or
4 nondiscretionary bonuses earned, and the total amount of compensation of their Employees. The
5 wage statements given to Class Members by Defendants also failed to incorporate the prevailing
6 wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay,
7 vacation pay, and meal and rest break premiums. Moreover, Employees' wage statements did not
8 include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set
9 forth all applicable hourly rates in effect during the pay period and the corresponding number of
10 hours worked at each such rate in violation of Labor Code § 226(a)(9). Additionally, at least one
11 of the wage statements issued to Plaintiff Escobedo failed to include the name and address of the
12 legal entity that is the employer in violation of Labor Code § 226(a)(8). The wage statements
13 provided to Employees were confusing and required Employees to engage in discovery and refer
14 to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation
15 by the Employees.

16 75. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
17 Employees suffered injuries, including among other things confusion over whether they received
18 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
19 forcing them to make mathematical computations to analyze whether the wages paid in fact
20 compensated them correctly for all hours worked.

21 76. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
22 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
23 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
24 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
25 award of costs and reasonable attorneys' fees.

26 77. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
27 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
28 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each

1 employee for each pay period.

2 78. Plaintiffs are seeking penalties against Defendants under Labor Code § 226.3, and
3 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
4 shown according to proof.

5 **EIGHTH CAUSE OF ACTION**
6 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
7 **IN VIOLATION OF LABOR CODE § 2802**

8 **(Against All Defendants)**

9 79. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
10 full herein.

11 80. Under Labor Code § 2802(a), an employer must indemnify its employees for all
12 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
13 of his or her duties, or of his or her obedience to the directions of the employer.

14 81. Employees incurred necessary expenditures in the performance of their job duties
15 for Defendants, namely the cost of personal cell phone usage and remote work expenses, including
16 home internet, headphones, a desk, a chair, a monitor, a keyboard, a mouse, and pens and paper
17 which were necessary to perform their duties under Defendants' employ. From four (4) years prior
18 to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to
19 reimburse Employees for these necessarily incurred business expenses.

20 82. As a result of the unlawful acts of Defendants, Employees have been deprived of
21 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
22 plus interest and penalties thereon, attorneys' fees, and costs.

23 **NINTH CAUSE OF ACTION**
24 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
25 **AND 1174.5**

26 **(Against All Defendants)**

27 83. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
28 full herein.

1 84. California Labor Code § 1174 requires that all employers shall keep accurate time
2 and wage records for all employees. California Labor Code § 1174.5 further requires that any
3 employee suffering injury due to a willful violation of the aforementioned obligations may seek
4 damages, including civil penalties, from the employer.

5 85. During the course of Plaintiffs' and Employees' employment, Defendants
6 consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as
7 required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper
8 wages, overtime, and premium pay as discussed above.

9 86. Accordingly, Defendants are liable for civil penalties pursuant to the California
10 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

11 **TENTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 203**
13 **(Against All Defendants)**

14 87. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
15 full herein.

16 88. Numerous Employees are no longer employed by Defendants; they either quit
17 Defendants' employ or were fired therefrom.

18 89. Defendants failed to pay these Employees all wages due and certain at the time of
19 termination or within seventy-two (72) hours of resignation.

20 90. The wages withheld from these Employees by Defendants remained due and owing
21 for more than thirty (30) days from the date of separation of employment.

22 91. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
23 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
24 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
25 to thirty (30) days from the date they were due.

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ELEVENTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*
(Against All Defendants)

92. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

93. Plaintiffs, on behalf of themselves, Employees, and the general public, bring this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

94. Plaintiffs are “person(s)” within the meaning of Business & Professions Code § 17204, have suffered injury, and therefore have standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

95. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

96. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal and rest periods, etc., are fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower costs to themselves by failing to comply with minimum labor standards.

97. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq.* Defendants’ conduct has deprived Plaintiffs, and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges guaranteed to all employees under the law.

98. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of the Business & Professions Code § 17200 *et seq.*

99. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore their conduct violates the Business & Professions Code § 17200 *et seq.*

100. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

101. Unless restrained by this Court, Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

TWELFTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.*

(Against All Defendants)

102. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein

103. Plaintiffs and Employees are aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the alleged violators, Defendants.

104. Plaintiffs seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

1 105. The penalties shall be allocated as follows: 65% to the Labor and Workforce
2 Development Agency (LWDA) and 35% to the affected employee.

3 106. Employees also seek any and all penalties and remedies set forth in Labor Code §
4 558, which states:

5 (a) Any employer or other person acting on behalf of an employer who violates,
6 or causes to be violated, a section of this chapter or any provision regulating hours
7 and days of work in any order of the Industrial Welfare Commission shall be subject
8 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
9 underpaid employee for each pay period for which the employee was underpaid in
10 addition to an amount sufficient to recover underpaid wages. (2) For each subsequent
violation, one hundred dollars (\$100) for each underpaid employee for each pay
period for which the employee was underpaid in addition to an amount sufficient to
recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
to the affected employee.

11 (b) If upon inspection or investigation the Labor Commissioner determines that
12 a person had paid or caused to be paid a wage for overtime work in violation of any
13 provision of this chapter, or any provision regulating hours and days of work in any
14 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
citation. The procedures for issuing, contesting, and enforcing judgments for
15 citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

16 (c) The civil penalties provided for in this section are in addition to any other
17 civil or criminal penalty provided by law.

18 107. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
19 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
20 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
21 violation in a subsequent citation, for which the employer fails to provide the employee a wage
22 deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
23 that Labor Code § 226.3 applies, Plaintiffs and Employees also seeks such penalties on.

24 108. Plaintiff Escobedo has exhausted her administrative remedy by sending a certified
25 letter to the LWDA and Defendants postmarked on June 12, 2026. On July 9, 2026, Plaintiff
26 Escobedo sent an amended letter to the LWDA and Defendant adding Plaintiff Gregory Ellis. On
27 August 11, 2026, Plaintiffs Escobedo and Ellis sent a second amended letter to the LWDA and
28 Defendant adding Plaintiff Madeline Siano-Portillo. The LWDA has not provided notice of its intent

1 to investigate the alleged violations within 65 calendar days of the postmark date of the first letter.

2 **RELIEF REQUESTED**

3 WHEREFORE, Plaintiffs pray for the following relief:

- 4 1. For an order certifying this action as a class action;
- 5 2. For compensatory damages in the amount of the unpaid minimum wages for work
6 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
7 the filing of this action, as may be proven;
- 8 3. For liquidated damages in the amount equal to the unpaid minimum wage and
9 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 10 4. For compensatory damages in the amount of the hourly wage made by Employees
11 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
12 years prior to the filing of this action, as may be proven;
- 13 5. For compensatory damages in the amount of the hourly wage made by Employees
14 for each day requisite rest breaks were not provided or were deficiently provided and where no
15 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
16 be proven;
- 17 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 18 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 19 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
20 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 21 9. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 22 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 23 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 24 12. For restitution for unfair competition pursuant to Business & Professions Code
25 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 26 13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 27 14. For compensatory damages in the amount of all previously unreimbursed business
28 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants

1 from four (4) years prior to the original filing of this action, as may be proven;

2 15. For an order enjoining Defendants and their agents, servants, and employees, and
3 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
4 duties adumbrated in this Complaint;

5 16. For all general, special, and incidental damages as may be proven;

6 17. For an award of pre-judgment and post-judgment interest;

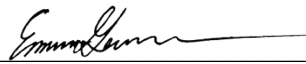
7 18. For an award providing for the payment of the costs of this suit;

8 19. For an award of attorneys' fees; and

9 20. For such other and further relief as this Court may deem proper and just.

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14 DATED: August 17, 2026

D.LAW, INC.

15
16 By 
17 Roman Shkodnik
18 Emma Geesaman
19 Attorneys for Plaintiffs
20 ESMERALADA ESCOBEDO, GREGORY
21 ELLIS, and MADELINE SIANO-PORTILLO
22 and the putative class
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DATED: August 17, 2026

By 
 Roman Shkodnik
 Emma Geesaman
 Attorneys for Plaintiffs
 ESMERALDA ESCOBEDO, GREGORY
 ELLIS, and MADELINE SIANO-PORTILLO
 and the putative class

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 250 N Madison Avenue, 2nd Floor Pasadena, CA 91101.

On the date of execution of hereof, I caused to be served the following attached document/s:

FIRST AMENDED CLASS ACTION COMPLAINT

on the interested parties in this action, addressed as follows:

Attorneys for Defendant PATELCO CREDIT UNION

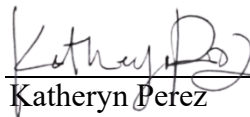
Anthony C. Ocegüera (SBN 259117)
Vanessa Cornejo (SBN 336477)
O'HAGAN MEYER
1201 K Street, Suite 1960
Sacramento, CA 95814
Emails: Aoceguera@ohaganmeyer.com
VCornejo@ohaganmeyer.com

 X **VIA MAIL:** I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, 2nd Floor Pasadena, California, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

 X **VIA ELECTRONIC MAIL:** Service by electronic mail was made either pursuant to a Court Order, pursuant to agreement between the parties permitting the same, or as a professional courtesy in addition to other proper service. The electronic mail was sent to an electronic mail address maintained by the person(s) on whom the document(s) is/are served as last given by that/those person(s). I personally requested a "delivery receipt" for this electronic mail message, and, unless disallowed by the recipient, received the same.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on August 17, 2026, at Pasadena, California.


Kathryn Perez