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CALLAHAN THOMPSON SHERMAN & CAUDILL LLP

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ELISHA M. MORA, individually and on behalf of all others similarly situated,

PLAINTIFF,

vs.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, an out-of-state nonprofit corporation; THOMAS A. STEWART INSURANCE SOLUTIONS, INC., a California Corporation; JOY NICOLE DOW, an individual; and DOES 1 through 100, inclusive,

DEFENDANT.

Case No.: 26CU032384C

CLASS ACTION COMPLAINT FOR:

1. **FAILURE TO PAY OVERTIME WAGES;**
2. **FAILURE TO PAY MINIMUM AND REGULAR WAGES;**
3. **FAILURE TO PROVIDE LAWFUL MEAL PERIODS;**
4. **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS;**
5. **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
6. **FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT;**
7. **FAILURE TO TIMELY PAY ALL WAGES UPON SEPARATION;**
8. **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES;**
9. **FAILURE TO MAINTAIN REQUIRED EMPLOYMENT AND PAYROLL RECORDS; AND**
10. **UNLAWFUL AND UNFAIR BUSINESS PRACTICES, BUS. & PROF. CODE § 17200 ET SEQ.**

DEMAND FOR JURY TRIAL

Plaintiff ELISHA M. MORA ("Plaintiff"), individually and on behalf of all others similarly situated, alleges as follows:

INTRODUCTION

1. This is a wage-and-hour class action brought on behalf of Plaintiff and similarly situated current and former California employees of Defendants THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY; THOMAS A. STEWART INSURANCE SOLUTIONS, INC.; JOY N. DOW; and DOES 1 through 100. (collectively the "Defendants").

2. Defendants employed Plaintiff as a salaried employee classified as exempt, although Plaintiff did not satisfy California's requirements for exempt status.

3. Plaintiff did not receive a salary sufficient to satisfy California's minimum exempt salary threshold during multiple applicable pay periods and did not primarily perform exempt duties.

4. Plaintiff's actual day-to-day work primarily consisted of routine, standardized, non-discretionary, closely supervised client-service, advisor-support, administrative, operational, clerical, customer-service, scheduling, document-processing, communication, and office-support tasks.

5. As a result of Defendants' misclassification and related wage-and-hour practices, Plaintiff and similarly situated employees were not paid all wages owed, including overtime wages, minimum wages, regular wages, off-the-clock wages, meal-period premium wages, rest-period premium wages, final wages, and reimbursement for necessary business expenses..

6. Defendants also failed to provide lawful meal and rest periods, failed to maintain accurate payroll and time records, failed to provide accurate itemized wage statements, failed to timely pay wages during employment and upon separation, failed to provide accurate wage-related information, and engaged in unlawful and unfair business practices.

7. Plaintiff brings this action individually and on behalf of similarly situated employees under California Code of Civil Procedure section 382.

PARTIES

8. Plaintiff ELISHA M. MORA ("Plaintiff") is, and at all relevant times was, a resident of the State of California, County of San Diego.

9. Defendant THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY is an out-of-state entity conducting business in California, including by recruiting, hiring, employing, managing, directing, supervising, and compensating California employees through its offices, affiliated representatives, network offices, and related business entities. ("Northwestern Mutual").

10. Defendant THOMAS A. STEWART INSURANCE SOLUTIONS, INC. is a California corporation doing business in California and is commonly referred to as the Northwestern Mutual Stewart Network Offices. ("Stewart Solutions").

11. Defendant JOY NICOLE DOW is an individual who is a registered Northwestern Mutual Wealth Management Advisor licensed in California. ("Joy Dow").

12. Plaintiff is informed and believes, and based thereon alleges, that Defendants jointly operated, managed, staffed, and controlled Northwestern Mutual-related offices and operations throughout California.

13. Plaintiff is informed and believes, and based thereon alleges, that Defendants shared common control over hiring, onboarding, payroll practices, exemption classifications, compensation practices, work assignments, supervision, timekeeping practices, break practices, reimbursement practices, wage-statement practices, and employment policies.

14. Defendants individually and jointly exercised direct and indirect control over Plaintiff's wages, hours, working conditions, job duties, schedules, workplace policies, reporting relationships, and compensation practices.

15. Defendants were employers and/or joint employers of Plaintiff under California law and are jointly and severally responsible for the violations alleged herein.

16. Plaintiff is informed and believes, and based thereon alleges, that employees were recruited, hired, onboarded, and managed through Defendant Stewart Solutions on behalf of Defendant Northwestern Mutual.

17. Plaintiff is informed and believes, and based thereon alleges, that Defendant Stewart Solutions managed and operated Northwestern Mutual offices in California.

18. Plaintiff was recruited and hired as an associate agent/client-service employee under Northwestern Mutual Wealth Management Advisor Defendant Joy Dow.

19. Plaintiff is informed and believes, and based thereon alleges, that Defendant Joy Dow uses "WiseFit Wealth Management and Insurance Solutions" as a marketing name in connection with Northwestern Mutual-related business.

20. Plaintiff is informed and believes, and based thereon alleges, that WiseFit Wealth Management and Insurance Solutions is not a separate registered investment adviser, broker-dealer, insurance agency, or federal savings bank, but instead functions as a marketing or trade name in connection with Northwestern Mutual-related operations.

21. Defendants approved Plaintiff's hiring, required Plaintiff to follow Northwestern Mutual policies and practices, controlled the conditions under which Plaintiff worked, and benefited from Plaintiff's labor.

22. Defendants' managers, supervisors, advisors, managing agents, officers, directors, and other persons acting on behalf of Defendants participated in, implemented, authorized, approved, or ratified the policies and practices alleged herein.

23. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these Defendants by fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.

24. Plaintiff is informed and believes, and based thereon alleges, that each Defendant, including each DOE Defendant, was the agent, employee, employer, joint employer, alter ego, integrated enterprise, joint venturer, representative, managing agent, officer, director, partner, successor, predecessor, parent, subsidiary, affiliate, or co-conspirator of each other Defendant and acted within the course and scope of such relationship.

JURISDICTION AND VENUE

25. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

26. This Court has jurisdiction over all Defendants because Defendants are either a citizen of California, have sufficient minimum contacts in California, or otherwise intentionally availed themselves of the California market to render the exercise of jurisdiction over them by the California

courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

27. Venue is proper in this Court because, Defendants maintain offices, has agents, employs individuals, and/or transacts business in the State of California, County of San Diego. Moreover, many of the acts, events, and violations alleged herein relating to Plaintiff and similarly situated employees occurred in the State of California, County of San Diego.

CLASS ALLEGATIONS

28. Plaintiff brings this action as a class action pursuant to California Code of Civil Procedure section 382 on behalf of herself and all others similarly situated.

29. The proposed class is defined as follows:

a) All current and former non-exempt, functionally non-exempt, and/or misclassified exempt California employees of Defendants who worked as Associates, Associate Agents, Client Service Associates, Associate Financial Representatives, Client Service Representatives, advisor-support personnel, administrative-support personnel, operational-support personnel, customer-service personnel, office-support personnel, or similar positions during the applicable statutory period. These employees will be referred to herein collectively as "The Class."

30. Plaintiff also seeks to represent the following subclasses:

a) *Misclassification Subclass*: All current and former California employees of Defendants who were classified as exempt and worked as Associates, Associate Agents, Client Service Associates, Associate Financial Representatives, Client Service Representatives, advisor-support personnel, administrative-support personnel, operational-support personnel, customer-service personnel, office-support personnel, or similar positions during the applicable statutory period.

b) *Overtime Subclass*: All class members who worked more than eight hours in a workday, more than forty hours in a workweek, and/or seven consecutive days in a workweek without receiving all overtime wages owed.

c) *Meal Period Subclass*: All class members who were not provided lawful, timely, duty-free, uninterrupted meal periods and/or were not paid all meal-period premium wages owed.

d) *Rest Period Subclass*: All class members who were not authorized and permitted to take lawful, duty-free, uninterrupted rest periods and/or were not paid all rest-period premium wages owed.

e) *Wage Statement Subclass*: All class members who were not provided accurate itemized wage statements as required by Labor Code section 226.

f) *Waiting Time Penalty Subclass*: All class members whose employment with Defendants ended during the applicable statutory period and who were not paid all wages owed at separation.

g) *Expense Reimbursement Subclass*: All class members who incurred necessary business expenses, including personal cell phone, data, and related expenses, without reimbursement.

31. <u>Ascertainable Class.</u> The plaintiff class is ascertainable because class members can be readily identified from records and computer databases maintained by Defendants. Defendants possesses, or should possess, exact information regarding each Class Member and wages earned as all employers are required to keep records of both current and former employees' personnel and payroll records pursuant to both California and Federal law.

32. <u>Community of Interest.</u> There is a well-defined community of interest in questions of law involving and affecting The Class, in that Defendants - on a class-wide basis - violated the same wage and hour laws as to all members of the class, and Defendants have a uniform policy of subjecting all of The Class to the same unfair, illegal, and deceptive business practices alleged herein.

33. <u>Typicality.</u> The claims of the representative Plaintiff is typical of those claims which could be alleged by The Class, and the relief sought is typical of the relief which would be sought by each of The Class members in separate actions. The representative Plaintiff can adequately represent all members of the class.

34. <u>Numerosity.</u> The members of the class are so numerous that joinder of all such persons

is impracticable and the disposition of their claims as a class will benefit the parties and the court. While the exact number of Class Members is unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff is informed and believes, and on that basis allege, that the Class consists of at least 50 members.

35. Superiority of Class Adjudication. A single class action is superior to numerous individual actions as a means of adjudicating the claims. Plaintiff is informed and believes and thereon allege that the persons in the putative class are so numerous that joinder of all such persons is impracticable and that the disposition of their claims as a class will benefit the parties and the court. The prosecution of separate actions by individual Class Members would create a risk of inconsistent and/or varying adjudications with respect to the individual members of The Class, establishing incompatible standards of conduct for Defendants and resulting in the impairment of rights of The Class.

36. Adequacy of Representation. Plaintiffs and their counsel will fairly and adequately represent and protect the interests of all The Class.

GENERAL ALLEGATIONS

37. In or about September 2024, Plaintiff began her employment with Defendants. Defendants employed Plaintiff from approximately September 23, 2024, until approximately June 13, 2025.

38. Plaintiff worked at Defendants' San Diego office located at 655 West Broadway, Suite 1700, San Diego, California 92101.

39. Plaintiff's position was identified as Associate. However, the job titles "Associate," "Associate Agent," "Client Service Associate," "Associate Financial Representative," and "Client Service Representative" were regularly used interchangeably by Defendants in job descriptions, communications, and marketing to describe Plaintiff and the putative class member's job title.

40. Defendants classified Plaintiff and similarly situated employees as exempt despite their failure to satisfy California's requirements for exempt status. Under California law, exempt employees generally must be paid a monthly salary equivalent to no less than two times the state minimum wage for full-time employment.

41. Plaintiff's compensation fell below the required exempt salary threshold during multiple applicable pay periods. Because the salary threshold is an independent requirement for exempt status, Defendants' claimed exemption failed regardless of Plaintiff's job title, salary label, or Defendants' internal classification.

42. Plaintiff and class members also did not satisfy the duties test for any recognized exemption.

43. Plaintiff's actual duties were primarily routine and operational. She performed client-service, advisor-support, scheduling, document-processing, communication, clerical, administrative, and office-support tasks. Plaintiff's work was governed by Northwestern Mutual's policies, procedures, business practices, instructions, and supervisory expectations. Plaintiff did not customarily and regularly exercise discretion and independent judgment on matters of significance.

44. Plaintiff and similarly situated employees did not manage the enterprise or a recognized department or subdivision. Plaintiff and similarly situated employees did not direct the work of two or more employees as their primary duty. Plaintiff and similarly situated employees did not have meaningful authority over hiring, firing, discipline, promotion, compensation, policy formation, budgeting, business strategy, or other managerial decisions. Plaintiff and similarly situated employees did not perform work requiring advanced knowledge in a recognized learned profession in the manner required to qualify for the professional exemption.

45. Defendants knew or should have known that Plaintiff and class members were not exempt. Defendants knew Plaintiff's and class members' actual duties, controlled their job assignments, dictated their procedures, supervised their work, and knew or should have known the amounts they were paid. Nevertheless, Defendants classified Plaintiff and class members as exempt, failed to track all hours worked, failed to pay overtime, failed to provide lawful breaks, failed to issue compliant wage statements, and failed to pay all wages owed.

46. Defendants could not lawfully avoid California's overtime, meal-period, rest-period, wage-statement, reimbursement, recordkeeping, and final-wage requirements merely by labeling Plaintiff and class members "salaried" or "exempt."

47. Defendants' violations were willful because Plaintiff complained that she was misclassified and was told Defendants would not correct her classification to non-exempt and would not pay her all earned wages.

48. Plaintiff regularly worked more than eight hours per day and more than forty hours per week.

49. Plaintiff regularly worked approximately fifty hours per week and frequently worked approximately nine to eleven hours in a workday.

50. In an email from Defendant JOY N. DOW to Plaintiff, Defendant DOW stated: "you are exempt and not allotted overtime." Because Defendants misclassified Plaintiff and class members as exempt, Defendants failed to record all hours worked and failed to pay overtime compensation at the legally required rates.

51. The overtime violations were not isolated or accidental. They resulted from Defendants' uniform exemption-classification decisions, payroll practices, timekeeping failures, staffing practices, workload demands, and operational expectations.

52. Defendants knew or should have known that Plaintiff and class members were working overtime hours because supervisors, managers, advisors, and other company representatives assigned work, communicated with employees outside regular hours, monitored output, received the benefit of the work, and maintained staffing levels that required employees to work extended hours.

53. Plaintiff and class members performed compensable work before shifts, after shifts, during meal periods, during rest periods, outside scheduled hours, and on days they were not scheduled to work.

54. Plaintiff and class members frequently received and responded to work-related calls, emails, and text messages outside scheduled work hours concerning scheduling, assignments, client matters, document processing, office coverage, operational issues, and other workplace responsibilities.

55. Defendants failed to record this time, failed to pay it, and failed to include it in calculating overtime compensation.

56. Plaintiff and class members were expected to remain available for work-related communications outside scheduled hours.

57. Employment records and documentary evidence show that Plaintiff regularly received work-related text messages, emails, and phone calls from her supervisor before work, after work, during meal periods, and on days when she was not scheduled to work or attempted to utilize leave.

58. These communications concerned scheduling, client issues, document processing, office coverage, assignments, and operational matters. Plaintiff was expected to respond promptly and was not paid for this time.

59. Defendants knew or should have known this work was being performed because supervisors, managers, advisors, and other agents of Defendants initiated, received, reviewed, directed, or benefited from these communications.

60. Defendants failed to implement lawful timekeeping systems to capture this time, failed to instruct employees to record all such time, failed to pay for it, and failed to include it in overtime calculations.

61. Plaintiff and class members frequently worked through meal periods, missed meal periods, took late meal periods, took shortened meal periods, or had meal periods interrupted due to inadequate staffing, workload demands, business operations, office coverage needs, customer-service obligations, client-service demands, and management's failure or refusal to permit duty-free breaks during business hours.

62. Plaintiff's meal periods were regularly missed, delayed, interrupted, or spent working at her desk. In the rare instances when Plaintiff attempted to take a meal period, her meal period was delayed or interrupted when her supervisor requested immediate assistance with job duties.

63. Defendants' failure to provide compliant meal periods was willful because Plaintiff complained about missing meal periods. In response, Plaintiff was told she was not owed a meal period because she was a salaried employee. Specifically, Plaintiff was told: "it's not legally mandated in this role as you are paid regardless of hours worked."

64. Defendants failed to provide lawful first meal periods, failed to provide lawful second

meal periods when required, failed to provide a meal period before the start of the sixth hour of work, failed to relieve employees of all duties, failed to maintain compliant meal-period practices, failed to record missed, late, shortened, or interrupted meal periods, and failed to pay one additional hour of pay at the employee's regular rate of compensation for each workday on which a compliant meal period was not provided.

65. Plaintiff and class members frequently missed, delayed, shortened, or had interrupted rest periods because of inadequate staffing, workload demands, customer-service demands, client-service needs, office traffic, supervisor requests, and pressure to remain available for immediate work needs. Defendants did not schedule, track, authorize, or ensure lawful rest periods.

66. Plaintiff and class members were expected to remain available to answer phones, respond to clients, assist supervisors, process documents, coordinate scheduling, maintain office coverage, and keep office operations moving. Because of inadequate staffing and workload demands, Plaintiff was repeatedly unable to take uninterrupted ten-minute rest periods.

67. Plaintiff was also discouraged from taking breaks because "the work must get done."

68. Defendants failed to maintain policies, staffing levels, and supervisory practices that authorized and permitted compliant rest periods and failed to pay one additional hour of pay at the employee's regular rate of compensation for each workday on which a compliant rest period was not authorized and permitted. Because Defendants classified Plaintiff and class members as exempt, Defendants failed to accurately record all hours worked.

69. Defendants also failed to maintain accurate records reflecting off-the-clock work, interrupted breaks, missed breaks, delayed meal periods, shortened meal periods, overtime hours, premium wages, and all compensable work performed outside scheduled hours.

70. Plaintiff did not receive a single wage statement during her employment.

71. In or around January 2025, Plaintiff attempted to view her available sick time and PTO hours and requested copies of her paystubs from Stewart Solutions' Human Resources director. Human Resources told Plaintiff she could obtain copies from Defendant JOY N. DOW. When Plaintiff repeated her request to Defendant DOW, Plaintiff was told not to worry because she "does not have any available sick time or PTO anyway."

72. Defendants' failure to provide accurate, or any, wage statements prevented Plaintiff and class members from promptly and easily determining whether they had been paid all wages owed, whether overtime was properly paid, whether all hours worked were recorded, whether meal and rest premiums were paid, whether deductions were lawful, whether sick leave or PTO was available, and whether the employer's legal name and address were accurately stated.

73. To the extent Defendants issued wage statements to any class members, those wage statements were inaccurate because they failed to identify all hours worked, failed to include off-the-clock work, failed to include overtime wages, failed to include meal-period premiums, failed to include rest-period premiums, failed to reflect all applicable rates of pay, failed to accurately state gross and net wages earned, and/or failed to accurately identify the correct legal employer name and address.

74. Plaintiff voluntarily terminated her employment effective June 13, 2025.

75. At the time of separation, Defendants failed to pay all wages due and owing, including unpaid overtime, unpaid wages for off-the-clock work, unpaid meal-period premium wages, unpaid rest-period premium wages, unused vacation time, unreimbursed business expenses, and other compensation owed.

76. Defendants' failure to pay all final wages was willful because Defendants knew or should have known that Plaintiff and class members were misclassified, worked uncompensated time, missed or experienced interrupted breaks, incurred necessary business expenses, and were owed additional wages.

77. Plaintiff and class members were required to use their personal cell phones, personal cellular data plans, and related personal resources for work-related communications and tasks, including calls, emails, text messages, scheduling, assignments, operational communications, client-service communications, supervisor communications, and other work-related duties.

78. Defendants knew or should have known that employees were using personal devices and data plans for work because supervisors, managers, advisors, and other company representatives communicated with employees through those channels and required Plaintiff and class members to remain available to take work-related calls and communications.

79. Defendants nevertheless failed to reimburse Plaintiff and class members for a reasonable portion of their personal cell phone expenses, data expenses, and related costs incurred for work purposes.

80. Defendants' Labor Code violations also constitute unlawful and unfair business practices under Business and Professions Code section 17200 et seq.

81. Defendants gained an unfair competitive advantage by failing to pay all wages, overtime, premium wages, final wages, and business-expense reimbursements owed; failing to provide accurate wage statements and required notices; failing to maintain accurate records; and shifting business expenses to employees.

82. Plaintiff personally experienced the wage-and-hour violations alleged herein, including misclassification, unpaid overtime, unpaid minimum and regular wages, off-the-clock work, meal-period violations, rest-period violations, inaccurate or missing wage statements, failure to timely pay all wages, failure to pay all final wages, unreimbursed business expenses, failure to provide required wage-related information, and failure to maintain accurate records.

<u>FIRST CAUSE OF ACTION</u>

Failure to Pay Overtime Wages

(Against All Defendants)

83. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

84. Labor Code section 510 and the applicable Industrial Welfare Commission Wage Order require employers to pay overtime compensation to non-exempt employees for all hours worked in excess of eight hours in a workday, forty hours in a workweek, and/or for the first eight hours worked on the seventh consecutive day of work in a workweek, and double-time wages when applicable.

85. Labor Code section 1194 provides a private right of action for employees to recover unpaid overtime compensation, interest, attorneys' fees, and costs.

86. Plaintiff and class members were non-exempt or functionally non-exempt employees entitled to overtime compensation under California law.

87. Defendants failed to pay Plaintiff and class members all overtime wages owed.

88. Defendants' failure to pay overtime resulted from Defendants' misclassification practices, failure to record all hours worked, off-the-clock work practices, staffing practices, workload demands, and uniform payroll policies.

89. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and class members suffered damages in an amount to be proven at trial.

SECOND CAUSE OF ACTION

Failure to Pay Minimum and Regular Wages

(Against All Defendants)

90. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

91. Labor Code sections 1194, 1194.2, 1197, 1197.1, 1198, and the applicable Wage Order require employers to pay employees at least minimum wages and all wages owed for all hours worked.

92. Defendants failed to pay Plaintiff and class members at least minimum wages and all regular wages owed for all compensable time worked.

93. Plaintiff and class members performed compensable work before shifts, after shifts, during meal periods, during rest periods, outside scheduled hours, and on days they were not scheduled to work.

94. Defendants knew or should have known that Plaintiff and class members performed compensable work for which they were not paid.

95. Defendants failed to maintain accurate timekeeping systems to record all hours worked and failed to pay Plaintiff and class members for all compensable time.

96. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and class members suffered damages in an amount to be proven at trial.

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THIRD CAUSE OF ACTION

Failure to Provide Lawful Meal Periods

(Against All Defendants)

97. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

98. Labor Code sections 226.7 and 512, and the applicable Wage Order, require employers to provide non-exempt employees with lawful, timely, duty-free, uninterrupted meal periods.

99. Defendants failed to provide Plaintiff and class members lawful, timely, duty-free, uninterrupted meal periods.

100. Plaintiff and class members frequently missed meal periods, took late meal periods, took shortened meal periods, worked through meal periods, or had meal periods interrupted.

101. Defendants failed to pay Plaintiff and class members one additional hour of pay at the employee's regular rate of compensation for each workday on which a compliant meal period was not provided.

102. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and class members suffered damages in an amount to be proven at trial.

FOURTH CAUSE OF ACTION

Failure to Authorize and Permit Lawful Rest Periods

(Against All Defendants)

103. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

104. Labor Code section 226.7 and the applicable Wage Order require employers to authorize and permit non-exempt employees to take lawful, duty-free, uninterrupted rest periods.

105. Defendants failed to authorize and permit Plaintiff and class members to take lawful, duty-free, uninterrupted rest periods.

106. Plaintiff and class members frequently missed, delayed, shortened, or had interrupted rest periods because of inadequate staffing, workload demands, customer-service demands, client-

service needs, office traffic, supervisor requests, and pressure to remain available for immediate work needs.

107. Defendants failed to pay Plaintiff and class members one additional hour of pay at the employee's regular rate of compensation for each workday on which a compliant rest period was not authorized and permitted.

108. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and class members suffered damages in an amount to be proven at trial.

FIFTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

(Against All Defendants)

109. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

110. Labor Code section 226 requires employers to provide employees with accurate, itemized wage statements showing all information required by law.

111. Defendants failed to provide Plaintiff and class members accurate itemized wage statements.

112. Plaintiff did not receive a single wage statement during her employment.

113. To the extent Defendants issued wage statements to class members, those wage statements were inaccurate because they failed to include all hours worked, overtime wages, meal-period premiums, rest-period premiums, applicable rates of pay, corresponding hours worked at each rate, gross wages earned, net wages earned, and/or the correct legal employer name and address.

114. Defendants' failure to provide accurate itemized wage statements was knowing and intentional.

115. Plaintiff and class members suffered injury because they could not promptly and easily determine from the wage statements alone whether they had been paid all wages owed, whether overtime was properly paid, whether all hours worked were recorded, whether meal and rest premiums were paid, whether deductions were lawful, and whether the correct employer information was provided.

116. Plaintiff and class members are entitled to statutory penalties, damages, costs, and attorneys' fees under Labor Code section 226.

SIXTH CAUSE OF ACTION

Failure to Timely Pay Wages During Employment

(Against All Defendants)

117. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

118. Labor Code section 204 requires employers to timely pay wages during employment.

119. Defendants failed to timely pay all wages owed to Plaintiff and class members during employment.

120. Defendants' failure to timely pay wages occurred each pay period in which Defendants failed to pay all regular wages, minimum wages, overtime wages, off-the-clock wages, meal-period premiums, rest-period premiums, and other compensation owed.

121. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and class members suffered damages, penalties, interest, and other relief in an amount to be proven at trial.

SEVENTH CAUSE OF ACTION

Failure to Timely Pay All Wages Upon Separation

(Against All Defendants)

122. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

123. Labor Code sections 201 and 202 require employers to timely pay all wages owed to employees upon separation from employment.

124. Labor Code section 203 provides waiting time penalties when an employer willfully fails to timely pay all wages owed upon separation.

125. Plaintiff and waiting-time subclass members separated from employment with Defendants.

126. At the time of separation, Defendants failed to timely pay Plaintiff and waiting-time

subclass members all wages owed, including unpaid overtime, unpaid regular wages, unpaid minimum wages, off-the-clock wages, meal-period premiums, rest-period premiums, unused vacation wages where applicable, and other compensation owed.

127. Defendants' failure to timely pay all final wages was willful.

128. Plaintiff and waiting-time subclass members are entitled to waiting time penalties under Labor Code section 203, interest, costs, and other relief in an amount to be proven at trial.

EIGHTH CAUSE OF ACTION

Failure to Reimburse Necessary Business Expenses

(Against All Defendants)

129. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

130. Labor Code section 2802 requires employers to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

131. Plaintiff and class members incurred necessary business expenses, including personal cell phone, cellular data, and related expenses, in direct consequence of performing their job duties for Defendants.

132. Defendants knew or should have known that Plaintiff and class members used their personal cell phones, data plans, and related personal resources for work-related calls, emails, text messages, scheduling, assignments, operational communications, client-service communications, supervisor communications, and other work-related duties.

133. Defendants failed to reimburse Plaintiff and class members for a reasonable portion of those expenses.

134. Plaintiff and class members are entitled to reimbursement, interest, attorneys' fees, costs, and other relief under Labor Code section 2802.

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NINTH CAUSE OF ACTION

Failure to Maintain and Provide Required Wage, Payroll, and Employment Records

(Against All Defendants)

135. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

136. Defendants were required to maintain accurate payroll, time, wage, personnel, and employment records under the Labor Code and applicable Wage Order.

137. Defendants failed to maintain accurate records of all hours worked, wages earned, meal periods, applicable rates of pay, deductions, wage-statement information, and other required payroll and employment records.

138. Because Defendants classified Plaintiff and class members as exempt, Defendants failed to accurately record all hours worked.

139. Defendants failed to maintain accurate records reflecting off-the-clock work, interrupted breaks, missed breaks, delayed meal periods, shortened meal periods, overtime hours, premium wages, and all compensable work performed outside scheduled hours.

140. Plaintiff requested paystubs and wage-related information, but Defendants failed to provide the requested information in the manner required by law.

141. Plaintiff and class members are entitled to penalties, damages, attorneys' fees, costs, and other relief according to proof.

TENTH CAUSE OF ACTION

Unlawful and Unfair Business Practices – Business and Professions Code § 17200 et seq.

(Against All Defendants)

142. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

143. Business and Professions Code section 17200 prohibits unlawful, unfair, and fraudulent business acts and practices.

144. Defendants engaged in unlawful and unfair business practices by violating California

wage-and-hour laws, including but not limited to Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 247.5, 510, 512, 515, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2802, and 2810.5, and the applicable Wage Order.

145. Defendants' unlawful and unfair business practices include, but are not limited to:

a) Misclassifying Plaintiff and class members as exempt;
b) Failing to satisfy the minimum salary threshold for exempt classification;
c) Assigning primarily non-exempt duties to employees classified as exempt;
d) Failing to track all hours worked;
e) Failing to pay overtime wages;
f) Failing to pay minimum and regular wages for all compensable work;
g) Requiring, permitting, or suffering off-the-clock work;
h) Failing to provide lawful meal periods;
i) Failing to authorize and permit lawful rest periods;
j) Failing to pay meal and rest period premium wages;
k) Failing to issue accurate itemized wage statements;
l) Failing to provide wage statements upon request;
m) Failing to timely pay all wages during employment;
n) Failing to timely pay all final wages upon separation;
o) Failing to reimburse necessary business expenses;
p) Failing to provide accurate paid sick leave, PTO, payroll, and wage-related information;
q) Failing to provide compliant Labor Code section 2810.5 notices; and
r) Failing to maintain and produce required wage, payroll, personnel, and employment records.

146. Defendants' unlawful and unfair business practices allowed Defendants to obtain an unfair competitive advantage over other employers that comply with California law.

147. Plaintiff and class members lost money or property as a result of Defendants' unlawful and unfair business practices, including unpaid wages, unpaid overtime, unpaid premium

wages, unreimbursed business expenses, and other compensation owed.

148. Plaintiff seeks restitution, disgorgement of unlawfully retained wages and benefits, injunctive relief, interest, attorneys' fees where recoverable, costs, and all other relief permitted.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for judgment against Defendants as follows:

1) For unpaid overtime wages;
2) For unpaid minimum wages and regular wages;
3) For meal-period premium wages;
4) For rest-period premium wages;
5) For statutory penalties under Labor Code § 226;
6) For waiting time penalties under Labor Code § 203;
7) For reimbursement of necessary business expenses under Labor Code § 2802;
8) For penalties, damages, and other relief available under the Labor Code;
9) For restitution and injunctive relief under Business and Professions Code § 17200 et seq.;
10) For pre-judgment and post-judgment interest;
11) For costs of suit, attorneys' fees, and expert witness fees; and
12) For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

DATED: June 12, 2026

CALLAHAN, THOMPSON, SHERMAN & CAUDILL, LLP

By: ______________________________
Annette C. Clark
Attorneys for PLAINTIFF,
Elisha M. Mora