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ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego

8/19/2026 4:20:09 PM

Clerk of the Superior Court  
By D. Saenz ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO – CENTRAL DIVISION

MATTHEW SPONE and VERDIS W.  
ROGERS, individuals, on behalf of  
Aggrieved Employees and in their  
capacities as the State of California's  
designated proxies under the Private  
Attorneys General Act (PAGA),

Plaintiffs,

vs.

CULINARY SERVICES OF  
AMERICA, INC., a California  
corporation; RANDY HOPP, an  
individual; and DOES 1 through 100  
inclusive,

Defendants.

Case No.: 26CL029196C

Judge: Hon. Matthew C. Braner  
Dept.: C-60

PAGA ACTION

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

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

1 Plaintiffs MATTHEW SPONE and VERDIS WESLEY ROGERS, on behalf of  
2 the State of California and acting for the interests of other current and former  
3 employees (“Aggrieved Employees” or “Plaintiffs”), allege the following:

4 **NATURE OF THE ACTION**

5 1. Plaintiff SPONE is proceeding in his individual capacity<sup>1</sup> pursuant to the  
6 Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, *et*  
7 *seq.*, seeking individual and nonindividual civil penalties on behalf of the State of  
8 California and for all Aggrieved Employees. *Adolph v. Uber Technologies, Inc.*, 14  
9 Cal. 5th 1104 (2023).

10 2. Plaintiff ROGERS is proceeding in his nonindividual capacity pursuant  
11 to the PAGA, seeking nonindividual civil penalties only on behalf of the State of  
12 California and for all Aggrieved Employees. *Balderas v. Fresh Start Harvesting*, 101  
13 Cal. App. 5th 533 (2024); *Rodriguez v. Packers Sanitation Servs., Inc.*, 95 Cal. App.  
14 5th 682 (2025).

15 **JURISDICTION AND VENUE**

16 3. Pursuant to Article VI, § 10 of the California Constitution, subject matter  
17 jurisdiction is proper in the Superior Court of California because Plaintiffs allege  
18 claims arising under California law.

19 4. This Court has jurisdiction over the Defendants because each is an  
20 association, corporation, business entity, or individual that conducts substantial  
21 business in the State of California, County of San Diego.

22 5. Venue is proper in the Superior Court of California for the County of San  
23 Diego pursuant to Code of Civil Procedure sections 393(a) and 395.5 because  
24 Defendant employed aggrieved employees in San Diego County who suffered the  
25 Labor Code violations alleged herein. *See Crestwood Behavioral Health, Inc. v.*  
26

27 <sup>1</sup> Plaintiff SPONE reserves the right to pursue nonindividual only PAGA claims within the  
28 meaning of *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024); *Rodriguez v. Packers*  
*Sanitation Servs., Inc.*, 95 Cal. App. 5th 682 (2025).

1 *Superior Court*, 89 Cal. App. 5th 1066 (2021) (holding in a PAGA action, venue is  
2 proper in any county in which an aggrieved employee worked and Labor Code  
3 violations allegedly occurred, regardless of whether the representative plaintiff  
4 worked in that county).

### 5 **THE PARTIES**

6 6. The State of California is the real party in interest in a PAGA action. *Kim*  
7 *v. Reins Int'l California, Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on  
8 whose behalf the plaintiff files suit is always the real party in interest.”)

9 7. Plaintiff MATTHEW SPONE is an individual that resides in California.

10 8. Plaintiff VERDIS WESLEY ROGERS is an individual that resides in  
11 California.

12 9. Defendant CULINARY SERVICES OF AMERICA, INC. is a California  
13 corporation doing business in California.

14 10. Defendant RANDY HOPP is and was the foregoing named Defendant’s  
15 manager/member/corporate officer/managing agent and, as such, this Defendant is  
16 believed to be an “other person acting on behalf of an employer” within the meaning  
17 of Labor Code §§ 558 and 558.1.

18 11. The true names and capacities, whether individual, corporate, associate,  
19 or otherwise of the Defendants named herein as DOES 1 through 100, are unknown to  
20 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious  
21 names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will  
22 seek leave to amend this Complaint to allege the true names and capacities of DOES  
23 1 through 100 when the correct identities are ascertained. Plaintiffs are informed and  
24 believes, and based thereon allege that each of the DOE Defendants is in some  
25 manner liable to Plaintiffs for the events and actions alleged herein. All named  
26 Defendants and DOES 1 through 100 are collectively referred to as “Defendants.”

27 12. Plaintiffs are informed and believe, and based thereon allege that at all  
28 times relevant herein each Defendant was acting as an agent, joint venturer, or as an

1 integrated enterprise and/or alter ego for each of the other Defendants, and each was a  
2 co-conspirator with respect to the acts and the wrongful conduct alleged herein, so  
3 that each is responsible for the acts of the other in connection with the conspiracy and  
4 in proximate connection with the other Defendants.

5 13. Plaintiffs are informed and believe, and based thereon allege that each  
6 Defendant was acting partly within and partly without the scope and course of their  
7 employment, and was acting with the knowledge, permission, consent, and  
8 ratification of every other Defendant.

9 14. Plaintiffs are informed and believe, and based thereon allege that each  
10 of the Defendants was an agent, managing general partner, managing member, owner,  
11 co-owner, partner, employee, and/or representative of each of the Defendants, and  
12 were at all times material hereto, acting within the purpose and scope of such agency,  
13 employment, contract and/or representation, and that each of them is jointly and  
14 severally liable to Plaintiffs for the acts alleged herein

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

19 16. Plaintiffs are informed and believe, and based thereon allege that each of  
20 the named Defendants are part of an integrated enterprise and have acted or currently  
21 act as the employer and/or joint employer of Plaintiffs, making each of them liable for  
22 the wage and hour violations alleged herein.

23 17. Plaintiffs are informed and believe, and based thereon allege, that DOES  
24 1-100 were a "Client employer" within the meaning of Labor Code § 2810.3(a)(1)(A)  
25 and, as such, are jointly liable pursuant to Labor Code § 2810.3.

26 18. By this Complaint, Plaintiffs provide notice to DOES 1-100 pursuant to  
27 Labor Code § 2810.3(b) and Plaintiffs demand that DOES 1-100 provide all facts in  
28 support of the contention that DOES 1-100 are not liable under Labor Code §§ 2753

1 and/or 2810.3.

2 19. Thus, Plaintiffs have the legal basis to file this Complaint to pursue the  
3 claims alleged in this Complaint against the abovementioned Defendants pursuant to  
4 Labor Code § 2810.3, *et seq.*

5 **GENERAL ALLEGATIONS**

6 20. Defendants are in the staffing agency business providing labor to various  
7 customers in the State of California within the meaning of Labor Code § 2810.3(a)(3).

8 21. During all times relevant and within the last 12 months, Defendants  
9 employed Plaintiff ROGERS on an hourly basis in the State of California.

10 22. During all times relevant and within the last 12 months, Defendants  
11 employed Plaintiff SPONE on an hourly basis until Defendants unlawfully  
12 involuntarily terminated his employment on or about April 19, 2026 because Plaintiff  
13 SPONE complained to management about how he was unlawfully deprived gratuities  
14 and threatened to report this unlawful conduct to governmental authorities.

15 **Failure to Provide Records.**

16 23. During all times relevant, Plaintiffs are informed and believe and thereon  
17 allege that pursuant to company policy and/or practice and/or direction, Defendants  
18 refused to timely provide Plaintiffs' and Aggrieved Employees' personnel files and  
19 payroll records as required under state law.

20 24. On or about April 21, 2026, for example, Plaintiff SPONE, via counsel,  
21 sent correspondence to Defendants requesting to obtain access to Plaintiff SPONE's  
22 payroll records and employee personnel file.

23 25. On or about April 22, 2026, Plaintiff ROGERS, via counsel, sent  
24 correspondence to Defendants requesting to obtain access to Plaintiff ROGERS's  
25 payroll records and employee personnel file.

26 26. Defendants failed to timely provide the foregoing records.

27 27. On May 19, 2026, Plaintiffs, via counsel, sent follow-up correspondence  
28 to Defendants again requesting to obtain access to Plaintiffs' payroll records and

1 employee personnel files.

2 28. On June 9, 2026, Defendants provided what appears to be some, not all,  
3 of Plaintiff ROGERS's personnel file and payroll records.

4 29. On June 9, 2026, Defendants also provided what appears to be some, not  
5 all, of Plaintiff SPONE's personnel file and payroll records.

6 30. Missing from Defendants' June 9, 2026 document production are  
7 Plaintiffs' W-4 forms, all their timesheets, investigative consumer reports and the  
8 forms Plaintiffs presumably signed that allowed their procurement, among other  
9 records.

10 31. Based on the foregoing, Plaintiffs seek the remedies set forth in this  
11 Complaint.

12 **Unpaid Wage Claims.**

13 32. During all times relevant, Plaintiffs are informed and believe and thereon  
14 allege that pursuant to company policy and/or practice and/or direction, Defendants  
15 paid Plaintiffs and Aggrieved Employees minimum and regular wages and overtime  
16 at less than the rate required under state, federal, and local law.

17 33. This claim is based, in part, on Plaintiffs' allegations that Defendants  
18 required Plaintiffs and Aggrieved Employees to download an unreliable application to  
19 keep track of their time.

20 34. Defendants' timekeeping application was unreliable because Plaintiffs  
21 and Aggrieved Employees were often unable to clock in their start times due to  
22 glitches with the application.

23 35. For example, internet connectivity was often unreliable, making it  
24 impossible for Plaintiffs and Aggrieved Employees to use Defendants' timekeeping  
25 application to report their start times and causing them to wait—without  
26 compensation—until the application became operational.

27 36. As a result of performing off-the-clock work that was directed,  
28 permitted, or otherwise encouraged by Defendants, Plaintiffs and the Aggrieved

1 Employees should have been paid for this time.

2 37. This claim is also based, in part, on information and belief that  
3 Defendants' faulty timekeeping system unlawfully applied rounding as to Plaintiffs'  
4 and Aggrieved Employees' pay resulting in the underpayment of wages in an amount  
5 to be proven at trial.

6 38. For example, for the pay period from March 2, 2026 to March 8, 2026,  
7 Plaintiff SPONE worked a total of approximately 0.53 overtime hours, yet  
8 Defendants paid him for only 0.10 overtime hours, resulting in approximately 0.43  
9 hours of unpaid overtime.

10 39. Plaintiffs are informed and believe, and based thereon allege, that this  
11 underpayment resulted, at least in part, from Defendants' unlawful timekeeping  
12 and/or rounding practices.

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

18 41. During these periods, Plaintiffs and Aggrieved Employees had reported  
19 for work, were subject to Defendants' control, and were required to remain available  
20 to begin work as directed, yet were not permitted to clock in or compensated for this  
21 time.

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

23 43. Similarly, Plaintiffs and Aggrieved Employees were often required to  
24 obtain a numeric code from Defendants before they could clock in for a new work  
25 assignment.

26 44. On numerous occasions, the required code was not available when  
27 Plaintiffs and Aggrieved Employees reported for work, forcing them to wait for  
28 Defendants to provide the code before they could clock in and begin their

1 assignments.

2 45. During these periods, Plaintiffs and Aggrieved Employees were present  
3 for their scheduled assignments, subject to Defendants' control, and ready and  
4 available to work, but were unable to clock in because Defendants had not provided  
5 the required code.

6 46. These uncompensated waiting periods sometimes exceeded 15 minutes.

7 47. This claim is also based, in part, on Plaintiffs' allegations that  
8 Defendants deprived Plaintiffs and Aggrieved Employees of their breaks.

9 48. For example, Plaintiffs and Aggrieved Employees regularly clocked out  
10 for their meal periods but often continued working because there was no one to  
11 relieve them of their duties so that they could take their meal period.

12 49. Additionally, Plaintiffs and the Aggrieved Employees were often  
13 interrupted during meal breaks without compensation.

14 50. Yet, Plaintiff and the Aggrieved Employees still clocked out because they  
15 would be disciplined by management if they did not clock out for meal periods.

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

19 52. This claim is also based, in part, on Plaintiffs' allegations that Defendants  
20 used an unlawful tip pooling system.

21 53. Plaintiffs are informed and believe and based thereupon allege that  
22 Defendants failed to ensure that Plaintiffs and Aggrieved Employees fully received  
23 the gratuities left for them by patrons because Defendants' managers and their  
24 agents would collect and/or take a portion of the gratuities for themselves in  
25 violation of Labor Code § 351.

26 54. Based on further information and belief, Plaintiffs are informed and  
27 believe and based thereupon allege that Defendants also failed to keep accurate  
28 records of all tips received in violation of Labor Code § 353.

1           55. Plaintiffs are informed and believe and based thereupon allege that  
2 Defendants failed to pay gratuities paid by customers using credit cards to Plaintiffs  
3 and Aggrieved Employees by the next regular payday following the credit card  
4 payment in violation of Labor Code § 351.

5           56. Plaintiffs are informed and believe and based thereupon allege that  
6 Defendants charged an additional service charge to their customers/patrons and  
7 customers are led to believe that the service charge will be paid to Plaintiffs and  
8 Aggrieved Employees.

9           57. Instead, Plaintiffs are informed and believe and based thereupon allege  
10 that Defendants kept a majority (if not the entirety) of the service charge, thereby  
11 depriving Aggrieved Employees of the service charge/gratuity that is left by the  
12 patron/customer for the Aggrieved Employees. *See O’Grady v Merchant Exchanges*  
13 *Production, Inc.*, 41 Cal. App. 5th 771, 790 (2019) (a mandatory service charge  
14 can constitute a gratuity that is intended for the employees providing the service).

15           58. Plaintiffs are informed and believe and thereon allege that these are just a  
16 few examples of many Labor Code violations Defendants committed concerning  
17 wages.

18 **Meal and Rest Break Claims.**

19           59. At all relevant times, and pursuant to Defendants’ policies, practices,  
20 and/or directives, Plaintiffs are informed and believe and thereon allege that  
21 Defendants failed to authorize and permit Plaintiffs and Aggrieved Employees to take  
22 all legally compliant meal and rest periods and failed to pay the required premium pay.

23           60. This claim is based, in part, on Plaintiffs’ allegations that Plaintiffs and  
24 Aggrieved Employees were frequently unable to take timely, uninterrupted, or  
25 compliant meal periods due to work demands imposed by management, performance  
26 quotas, and/or the demands of Defendants’ customers, among other reasons  
27 attributable to Defendants’ control and scheduling practices.

28           61. Plaintiffs are further informed and believe and allege that, despite these

1 meal period violations, Defendants failed to compensate Plaintiffs and Aggrieved  
2 Employees with one additional hour of premium pay per violation, in violation of  
3 California Labor Code §§ 226.7 and 512.

4 62. For example, on October 30, 2025, Plaintiff ROGERS reported for work  
5 at 6:22 a.m., but did not check out for a meal break until 11:47 a.m.; thus, Plaintiff  
6 ROGERS's meal break was 25 minutes late in violation of California law.

7 63. On November 10, 2025, Plaintiff ROGERS reported for work at 6:30  
8 a.m., but did not clock out for a meal break until 11:41 a.m.; thus, Plaintiff ROGERS's  
9 meal break was 11 minutes late in violation of California law.

10 64. On November 12, 2025, Plaintiff ROGERS reported for work at 6:30  
11 a.m., but did not clock out for a meal break until 12:17 p.m.; thus, Plaintiff ROGERS's  
12 meal break was 47 minutes late in violation of California law.

13 65. On November 13, 2025, Plaintiff ROGERS reported for work at 6:30  
14 a.m., but did not clock out for a meal break until 12:20 p.m.; thus, Plaintiff ROGERS's  
15 meal break was 50 minutes late in violation of California law.

16 66. On November 14, 2025, Plaintiff ROGERS reported for work at 6:30  
17 a.m., but did not clock out for a meal break until 12:07 p.m.; thus, Plaintiff ROGERS's  
18 meal break was 37 minutes late in violation of California law.

19 67. On November 17, 2025, Plaintiff ROGERS reported for work at 0:700  
20 a.m., but did not clock out for a meal break until 12:18 p.m.; thus, Plaintiff ROGERS's  
21 meal break was 18 minutes late in violation of California law.

22 68. On September 7, 2025, and September 9, 2025, Plaintiff SPONE worked  
23 more than six hours each workday, and Defendants denied him the right to enjoy a  
24 meal break in violation of California law.

25 69. On January 13, 2026, February 14, 2026, February 24, 2026, April 4,  
26 2026, April 8, 2026, and April 9, 2026, Plaintiff SPONE worked more than five hours  
27 each workday, and Defendants denied him the right to enjoy a meal break in violation  
28 of California law.

1           70. With respect to rest period violations, this claim is also based, in part, on  
2 Plaintiffs' allegations that Defendants required Plaintiffs and Aggrieved Employees to  
3 remain on-call and available to receive and respond to phone calls, texts, emails, or  
4 other communications—even during periods that were nominally designated as rest  
5 breaks, yet Defendants required Aggrieved Employees to keep their communication  
6 devices on and to remain responsive during rest periods, as well as during off-duty  
7 times, thereby depriving them of legally compliant rest periods.

8           71. As a result of these on-call policies, Plaintiffs and Aggrieved Employees  
9 were not relieved of all duty during their rest breaks.

10          72. Instead, Plaintiffs and Aggrieved Employees were subjected to  
11 Defendants' ongoing control and obligation to remain available for work-related  
12 communications.

13          73. Additionally, Plaintiffs' and Aggrieved Employees' rest periods were  
14 unlawfully interrupted by Defendants due to workplace deadlines, customer demands,  
15 staffing shortages, operational needs, communications from management, and  
16 instructions or requests that they resume or perform work before completing their rest  
17 periods.

18          74. As a result, Plaintiffs and Aggrieved Employees were not relieved of all  
19 work-related duties and employer control for the full duration of their required rest  
20 periods.

21          75. Accordingly, any rest periods provided under these circumstances were  
22 not compliant under California law, and Defendants failed to compensate employees  
23 with the required premium pay.

24          76. Due to the foregoing policies and practices, Defendants failed to provide  
25 Plaintiffs and Aggrieved Employees with the rest breaks to which they were legally  
26 entitled, resulting in damages and civil penalties in an amount to be determined at trial.  
27 See *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257 (2016) (holding that on-  
28 call rest periods violate California law and trigger premium pay obligations under

1 Labor Code § 226.7).

2 77. Plaintiffs are informed and believe and thereon allege that these are just a  
3 few examples of many Labor Code meal and rest break violations Defendants  
4 committed.

5 **Unreimbursed Work-Related Expense Claims.**

6 78. During all times relevant, pursuant to company policy and/or practice  
7 and/or direction, Defendants required Plaintiffs and Aggrieved Employees to incur  
8 various work-related expenses which were never reimbursed or were under-  
9 reimbursed.

10 79. For example, Plaintiff and many Aggrieved Employees used their  
11 smartphones to clock in and/or communicate with management and customers.

12 80. Despite the substantial nature and recurring character of these work-  
13 related expenses, Plaintiffs are informed and believe and thereon allege that  
14 Defendants uniformly provided no reimbursement and/or insufficient reimbursement to  
15 Plaintiff and Aggrieved Employees in an amount to be proven at trial.

16 81. Any reimbursements made were arbitrary, inadequate, and did not reflect  
17 the actual costs borne by Aggrieved Employees in the course of their employment.

18 82. Plaintiffs allege that Defendants knowingly and unlawfully shifted the  
19 burden of Defendants' operating expenses onto their employees by requiring them to  
20 pay out-of-pocket for equipment, tools, utilities, and services necessary to perform  
21 their duties—without adequate or lawful reimbursement—in violation of California  
22 Labor Code § 2802 and public policy. *See e.g., Aguilar v. Zep, Inc.*, 2014 US Dist.  
23 LEXIS 120315, \*54 (N.D. Cal. Aug. 27, 2014) (where outside sales reps used home  
24 internet and computers for work, and even admitted that they would have incurred the  
25 same expenses without work duties, the court nevertheless held that the employer was  
26 obligated to reimburse some reasonable portion of these expenses); *Richie v. Blue*  
27 *Shield of Cal.*, 2014 U.S. Dist. LEXIS 170446, No. C-13-2693 EMC (N.D. Cal. Dec.  
28 9, 2014) (certifying class of home office claims processors with Labor Code § 2802

1 phone reimbursement claims for landline reimbursements where company required  
2 claims processors working from home to have a landline); *Cochran v. Schwan's*  
3 *Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014) (“We hold that when employees  
4 must use their personal cell phones for work-related calls, Labor Code section 2802  
5 requires the employer to reimburse them. Whether the employees have cell phone  
6 plans with unlimited minutes or limited minutes, the reimbursement owed is a  
7 reasonable percentage of their cell phone bills.”); *Gattuso v. Harte-Hanks Shoppers,*  
8 *Inc.*, 42 Cal. 4th 554 (2007).

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

10 83. During all times relevant and pursuant to company policy and/or practice  
11 and/or direction, Defendants issued the named Plaintiffs and Aggrieved Employees  
12 erroneous wage and earning statements.

13 84. This claim is based, in part, on Plaintiffs’ allegations that Defendants  
14 issued inaccurate wage statements that failed to correctly state their hourly rates, gross  
15 wages earned, and net wages earned, including wages for meal periods that were not  
16 provided in accordance with California law, wages arising from rest periods Plaintiffs  
17 and Aggrieved Employees were not authorized and permitted to take in accordance  
18 with California law, and correct wages earned for all hours worked.

19 85. This claim is also based, in part, on Plaintiffs’ allegations that Defendants  
20 issued inaccurate wage statements that failed to state the hourly or overtime rates of  
21 pay.

22 86. For example, Defendants issued Plaintiffs and Aggrieved Employees  
23 wage statements that said “Current Hours,” not “regular” hours or “overtime” hours.

24 87. This claim is also premised, in part, on Defendants’ failure to issue wage  
25 and earning statements to Plaintiffs and Aggrieved Employees that accurately provided  
26 the “rate of pay and the total hours worked for each temporary services assignment” as  
27 required by subdivision (a)(9) of Labor Code § 226 because Defendants were “Labor  
28 contractor[s]” within the meaning of Labor Code § 2810.3(a)(3).

1           88.     For example, during the pay period from March 16, 2026 to March 22,  
2 2026, Defendants issued a wage statement to the named Plaintiff SPONE that said he  
3 worked only 7.30 regular hours for Defendant’s customer “TOUCAN,” but Plaintiff  
4 SPONE’s time records indicate he worked 12.29 regular hours for this customer.

5 **Facts Relating to Derivative Claims, such as Labor Code §§ 201.3, 203, 204, 204b,**  
6 **etc.**

7           89.     During all times relevant and pursuant to company policy and/or practice  
8 and/or direction, Plaintiffs are informed and believe, and therefore allege that  
9 Defendants failed to timely pay Plaintiffs and Aggrieved Employees in violation of  
10 California law.

11           90.     For example, when the Defendants involuntarily terminated Plaintiff  
12 SPONE’s employment, Defendants did not furnish Plaintiff SPONE’s final paycheck  
13 with all required pay in violation of California law.

14           91.     By way of further example, a “temporary services employer” must pay its  
15 employees not less than daily if all the following conditions apply:

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

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

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

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

25           92.     Plaintiffs contend that Defendants violated Labor Code § 201.3(b)(2) by  
26 failing to pay them on a daily basis, as the work performed by the named Plaintiffs  
27 and Aggrieved Employees satisfied all statutory conditions.

28           93.     Plaintiffs further allege that Defendants failed to comply with all relevant  
aspects of Labor Code §§ 201, 201.3, 202, 204, 204b, and 203, in an amount and  
manner to be proven at trial.

1           94. To date, Plaintiffs allege that Defendants have not paid the named  
2 Plaintiffs and Aggrieved Employees all wages due and payable in an amount to be  
3 proven at trial.

4                           **REPRESENTATIVE ACTION (PAGA) CLAIMS**

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

7                           **All persons Defendants employed in the State of California**  
8                           **from June 10, 2025 to the present.**

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

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

12           98. Plaintiffs further allege, on information and belief, that Aggrieved  
13 Employees did not receive all wages due at the time their employment ended with  
14 Defendants.

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

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

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

1           102. As set forth in further detail below, because of the analysis and  
2 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required  
3 correspondence to the California Labor and Workforce Development Agency  
4 (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs'  
5 intent to pursue litigation.

6                           **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

7           103. Pursuant to the PAGA, on **June 10, 2026**, Plaintiffs, via counsel, sent  
8 notice to the LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs  
9 are pursuing the claims alleged in this Complaint.

10           104. The statutory waiting period applicable to Plaintiffs' foregoing notice has  
11 expired, and the LWDA did not provide Plaintiffs with notice of its intent to  
12 investigate the alleged violations within the statutory period.

13           105. Therefore, Plaintiffs have exhausted the administrative prerequisites  
14 necessary to pursue the PAGA claims alleged herein.

15           106. The causes of action alleged herein are appropriately suited for a  
16 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

- 17                   a. This action involves allegations of violations of provisions of  
18 the California Labor Code that provide for a civil penalty to be  
19 assessed and collected by the LWDA or any departments,  
20 divisions, commissions, boards, agencies, or employees;  
21                   b. Plaintiffs are "Aggrieved Employees" because Defendants  
22 employed the named Plaintiffs and Plaintiffs are the victims of  
23 one or more of the Labor Code violations alleged in this  
24 Complaint committed by the Defendants; and  
25                   c. Plaintiffs have satisfied the procedural requirements of  
26 Labor Code § 2699.3, as set forth above.  
27  
28

1 **FIRST CAUSE OF ACTION**

2 **Representative Claim via the PAGA for**  
3 **Failure to Pay State Minimum/Regular Straight Time Wages**  
4 **in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194,**  
5 **1197, 1197.1, and 1198 via the applicable Wage Order**  
6 **(Against all Defendants)**

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

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

13 109. Plaintiffs are informed and believe and based thereupon allege that  
14 during all times relevant, Plaintiffs were not paid minimum/regular straight time  
15 wages for all hours suffered or permitted to work in violation of California law.

16 110. During all times relevant, Defendants were required to pay Plaintiffs and  
17 Aggrieved Employees their respective hourly rate for all hours worked and/or  
18 minimum wages per state law.

19 111. During all times relevant, at least one of the IWC Wage Orders applied  
20 to Plaintiffs' employment with Defendants.

21 112. Pursuant to the applicable Wage Order, "hours worked" include the time  
22 during which an employee is "suffered or permitted to work, whether or not required  
23 to do so."

24 113. During the PAGA Period and based on the misconduct alleged above,  
25 Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular  
26 straight time wages for all hours suffered or permitted to work in violation of state  
27 and/or local law.

28 114. Labor Code § 1194 subdivision (a) permits an action to recover wages

1 because of the payment of a wage less than the minimum wage “applicable to the  
2 employee” including attorneys’ fees, costs, and interest.

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

10 116. In committing the violations of state law as herein alleged, Defendants  
11 have knowingly and willfully refused to perform their obligations to compensate  
12 Aggrieved Employees for all wages earned and all hours worked.

13 117. As a direct result, Aggrieved Employees have suffered and continue to  
14 suffer substantial losses related to the use and enjoyment of such compensation.

15 118. Pursuant to Labor Code § 2699, Plaintiffs, on behalf of the State of  
16 California and Aggrieved Employees, seek to recover from Defendants, and each of  
17 them, penalties, attorneys’ fees, and costs incurred herein in an amount to be  
18 determined at trial.

## 19 **SECOND CAUSE OF ACTION**

### 20 **Representative Claim via the PAGA for**

### 21 **Failure to Pay State Overtime and/or Double-Time Compensation** 22 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,** 23 **1182.12, 1194, 1194.2, 1197, 1197.1,** 24 **1811, 1815, and 1198 via the Applicable IWC Wage Order**

25 **(Against all Defendants)**

26 119. Plaintiffs reallege and incorporate by reference the foregoing allegations  
27 as though set forth herein.

28 120. California law requires an employer to pay each employee for the actual

1 hours worked. *See* IWC Wage Order, § 4; Labor Code § 1194.

2 121. During all times relevant, one or more of the IWC Wage Orders applied  
3 to Plaintiffs' employment with Defendants.

4 122. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage  
5 Order 4, "hours worked" include the time during which an employee is "suffered or  
6 permitted to work, whether or not required to do so."

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

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

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

18 126. During all times relevant, and pursuant to company policy and/or  
19 practice and/or direction, Defendants required Plaintiffs and Aggrieved Employees to  
20 work more than 40 hours per week and/or eight hours in a workday but failed to pay  
21 all overtime compensation due at the applicable overtime rate they should have  
22 received in an amount to be determined at trial.

23 127. As alleged herein, Defendants failed to pay Plaintiffs and Aggrieved  
24 Employees all overtime they had a right to receive.

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

28 129. At all material times, Defendants were and/or are Aggrieved Employees'

1 employers or persons acting on behalf of Aggrieved Employees' employer, within the  
2 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be  
3 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision  
4 regulating hours and days of work in any Order of the Industrial Welfare Commission  
5 and, as such, are subject to penalties for each underpaid employee as set forth in  
6 Labor Code § 558.

7 130. Pursuant to Labor Code § 2699, Plaintiffs, on behalf of the State of  
8 California and Aggrieved Employees, seek to recover from Defendants, and each of  
9 them, penalties, attorneys' fees, and costs incurred herein in an amount to be  
10 determined at trial.

### 11 **THIRD CAUSE OF ACTION**

#### 12 **Representative Claim via the PAGA for**

#### 13 **Failure to Timely Pay Earned Wages in Violation of California Labor Code §§** 14 **201, 201.3, 202, 203, 204, 204b, 204.2, 210,** 15 **218.5, 218.6, 256, and 1198 via the applicable Wage Order** 16 **(Against all Defendants)**

17 131. Plaintiffs reallege and incorporate by reference the foregoing allegations  
18 as though set forth herein.

19 132. Pursuant to Labor Code § 201, "If an employer discharges an employee,  
20 the wages earned and unpaid at the time of discharge are due and payable  
21 immediately."

22 133. Pursuant to Labor Code § 201.3, "If an employee is assigned to work for  
23 a client on a day-to-day basis, that employee's wages are due and payable at the end  
24 of each day, regardless of when the assignment ends..."

25 134. Pursuant to Labor Code § 202, "If an employee not having a written  
26 contract for a definite period quits his or her employment, his or her wages shall  
27 become due and payable not later than 72 hours thereafter, unless the employee has  
28 given 72 hours previous notice of his or her intention to quit, in which case the

1 employee is entitled to his or her wages at the time of quitting.”

2 135. Labor Code § 203 provides, in pertinent part: “If an employer willfully  
3 fails to pay, without abatement or reduction, ... any wages of an employee who is  
4 discharged or who quits, the wages of the employee shall continue as a penalty from  
5 the due date thereof at the same rate until paid or until an action therefore is  
6 commenced; but the wages shall not continue for more than 30 days. ...”

7 136. Pursuant to Labor Code § 204, “all wages ... earned by any person in  
8 any employment are due and payable twice during each calendar month, on days  
9 designated in advance by the employer as the regular paydays.”

10 137. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid  
11 employee during any calendar week and prior to or on the regular payday shall be  
12 paid for not later than the regular payday of the employer for such weekly-paid  
13 employee falling during the following calendar week.”

14 138. Based on the misconduct alleged in this Complaint, Defendants did not  
15 properly pay Plaintiffs and Aggrieved Employees pursuant to the requirements of the  
16 Labor Code.

17 139. To date, Defendants have not paid terminated Aggrieved Employees all  
18 earned wages as required by law and failed and continue to fail to pay current  
19 employees in a timely manner as required by law.

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

27 141. In committing the violations of state law as herein alleged, Defendants  
28 have knowingly and willfully refused to perform their obligations to compensate

1 Plaintiffs and Aggrieved Employees for all wages earned and all hours worked.

2 142. As alleged above, Defendants have deprived Plaintiffs and Aggrieved  
3 Employees of their rightfully earned wages as a direct and proximate result of  
4 Defendants' failure and refusal to pay said compensation and for the reasons alleged  
5 in this Complaint.

6 143. Pursuant to Labor Code § 2699, Plaintiffs, on behalf of the State of  
7 California and Aggrieved Employees, seek to recover from Defendants, and each of  
8 them, penalties, attorneys' fees, and costs incurred herein in an amount to be  
9 determined at trial.

#### 10 **FOURTH CAUSE OF ACTION**

#### 11 **Representative Claim for Penalties via the PAGA for** 12 **Failure to Comply with the Meal and Rest Break Requirements Under Labor** 13 **Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order** 14 **(Against all Defendants)**

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

17 145. Based on the misconduct alleged in this Complaint, Defendants failed to  
18 pay Plaintiffs and Aggrieved Employees premium pay for all their missed meal and  
19 rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

20 146. Because of Defendants' illegal pay practices, said Defendants failed to  
21 pay Plaintiffs and Aggrieved Employees for all meal and rest breaks despite  
22 Defendants' requirement under California law and, as such, all culpable Defendants  
23 are required to pay Plaintiffs and Aggrieved Employees for rest break and/or meal  
24 break premium wages.

25 147. Defendants also failed to provide Plaintiffs and Aggrieved Employees,  
26 legally compliant meal and rest periods, or compensation in lieu thereof, during their  
27 employment by said Defendants.

28 148. At all material times, Defendants were and/or are Aggrieved Employees'

1 employers or persons acting on behalf of Aggrieved Employees' employer within the  
2 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be  
3 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision  
4 regulating hours and days of work in any Order of the Industrial Welfare Commission  
5 and, as such, are subject to penalties for each underpaid employee as set forth in  
6 Labor Code § 558.

7 149. Pursuant to Labor Code § 2699, Plaintiffs, on behalf of the State of  
8 California and Aggrieved Employees, seek to recover from Defendants, and each of  
9 them, penalties, attorneys' fees, and costs incurred herein in an amount to be  
10 determined at trial.

### 11 **FIFTH CAUSE OF ACTION**

#### 12 **Representative Claim for Penalties via the PAGA for** 13 **Violations of California Labor Code §§ 226, 226.3, 226.6,** 14 **and 1198 via the applicable IWC Wage Order** 15 **(Against all Defendants)**

16 150. Plaintiffs reallege and incorporate by reference the foregoing allegations  
17 as though set forth herein.

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

1 legal entity that is the employer. . . , and (9) all applicable hourly rates in effect during  
2 the pay period and the corresponding number of hours worked at each hourly rate by  
3 the employee and, beginning July 1, 2013, if the employer is a temporary services  
4 employer as defined in Section 201.3, the rate of pay and the total hours worked for  
5 each temporary services assignment. . .”

6 152. Based on the foregoing allegations, Defendants did not provide any  
7 lawful wage statements to Plaintiffs and Aggrieved Employees and, thus, Plaintiffs  
8 assert this as a stand-alone and derivative claim.

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

16 154. Wherefore, pursuant to Labor Code § 2699, Plaintiffs, on behalf of the  
17 State of California and Aggrieved Employees, seek to recover from Defendants, and  
18 each of them, penalties, attorneys’ fees, and costs incurred herein in an amount to be  
19 determined at trial.

## 20 **SIXTH CAUSE OF ACTION**

### 21 **Representative Claim for Penalties via the PAGA**

### 22 **For Failure to Maintain and Provide Required Records in Violation of**

### 23 **Labor Code §§ 226, 247.5, 432, 1174, 1198.5,**

### 24 **and 1198 via the Applicable Wage Order**

25 (Against All Defendants)

26 155. Plaintiffs reallege and incorporate by reference the foregoing allegations  
27 as though set forth herein.

28 156. California Labor Code § 226, subdivision (b), requires employers doing

1 business in the State of California to “afford current and former employees the right  
2 to inspect or copy records pertaining to their employment, upon a reasonable request  
3 to the employer...” and subdivision (c), requires employers to produce such records  
4 within “21 calendar days from the date of the request.”

5 157. Plaintiffs maintain the records requested fall within the meaning of  
6 Labor Code § 226 because, among other reasons, the requested documents are  
7 “records pertaining to [Plaintiffs’] employment.”

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

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

17 160. Plaintiffs maintain the records requested fall within the meaning of  
18 Labor Code § 432 because some of the records requested constitute written  
19 instruments the Plaintiffs signed.

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

24 162. Plaintiffs maintain the records requested fall within the meaning of  
25 Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiffs’  
26 personnel files within the meaning of Labor Code § 1198.5.

27 163. As it pertains to “records,” § 7 of Wage Order 4, in relevant part,  
28 provides:

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

\*\*\*

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

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

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

Wage Order 4, § 7 (emphasis added).

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

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

166. Defendants failed to comply with § 7 of the applicable IWC Orders and with Labor Code §§ 247.5 and 1174 by failing to maintain certain records which employers are required to maintain, including but not limited to, all wage records.

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

1 Labor Code § 558.

2 168. Wherefore, pursuant to Labor Code § 2699, Plaintiffs, on behalf of the  
3 State of California and Aggrieved Employees, seek to recover from Defendants, and  
4 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be  
5 determined at trial.

6 **SEVENTH CAUSE OF ACTION**

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

8 **Failure to Reimburse Business Expenses**

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

10 **(Against All Defendants)**

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

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

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

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

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

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

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

### 7 **EIGHTH CAUSE OF ACTION**

#### 8 **Representative Claim for Civil Penalties Under the PAGA for** 9 **Violations of the Sick Pay Provisions of Labor Code §§ 246-251**

10 (Against all Defendants)

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

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

17 177. Plaintiffs are informed and believe and thereon allege that Defendants  
18 failed to comply with California's sick leave/PTO laws.

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

one or more municipal sick leave ordinances, including without limitation the sick leave ordinances of Berkeley, Emeryville, Long Beach, Oakland, San Diego, San Francisco, and Santa Monica.

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

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

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

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

183. Wherefore, pursuant to Labor Code § 2699, Plaintiffs, on behalf of the State of California and Aggrieved Employees, seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

## **NINTH CAUSE OF ACTION**

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

### **Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code §§ 208, 432.5, 432.7, 970, 976, 1198, 2810.5, and the Applicable Wage Order**

(Against all Defendants)

184. Plaintiffs reallege and incorporate by reference the foregoing allegations

1 as though set forth herein.

2 185. Pursuant to Labor Code § 2699, any provision of the Labor Code that  
3 provides for a civil penalty to be assessed and collected by the LWDA or any of its  
4 departments, divisions, commissions, boards, agencies or employees for violation of  
5 the code may, as an alternative, be recovered through a civil action brought by an  
6 aggrieved employee on behalf of himself or herself and other current or former  
7 employees pursuant to the procedures specified in Labor Code § 2699.3.

8 186. Plaintiffs are informed and believe, and based thereon allege, that  
9 because of the acts alleged above and Defendants' violations of the Labor Code  
10 provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§  
11 2698 and 2699.

12 187. Plaintiffs are "Aggrieved Employees" because Plaintiffs were employed  
13 by the alleged violator and had one or more of the alleged violations committed  
14 against Plaintiffs, and therefore are properly suited to represent the interests of other  
15 current and former Represented Employees.

16 188. As to Labor Code § 208, every employee who is discharged shall be paid  
17 at the place of discharge, and every employee who quits shall be paid at the office or  
18 agency of the employer in the county where the employee has been performing  
19 labor.

20 189. Based on information and belief, Defendants have a policy and  
21 practice of failing to provide Plaintiffs and Aggrieved Employees who are terminated  
22 with their final paychecks at the place of discharge and/or of failing to provide  
23 Aggrieved Employees with their final paychecks at the office or agency of  
24 Defendants in the county where the work was performed in violation of Labor Code  
25 § 208.

26 190. As to Labor Code § 970, this statute generally prohibits an employer  
27 from knowingly making false representations about the nature or existence of  
28 work, continued employment and/or compensation to induce an employee to

1 move/relocate in reliance thereon.

2 191. Plaintiffs are informed and believe and based thereupon allege that  
3 Defendants have a policy and practice of knowingly making false representations  
4 to Aggrieved Employees regarding obtaining/continued employment, the nature of  
5 work to be performed and/or the terms of their compensation (e.g., the promise to pay  
6 gratuities) to influence, persuade or engage their employees to relocate/move for  
7 purposes of employment in violation of Labor Code § 970.

8 192. As to Labor Code § 976, this statute provides, “No person shall publish  
9 or cause to be published any advertisement, solicitation or communication in any  
10 newspaper, poster, or letter, offering employment as a salesman, broker or agent  
11 whether as an employee or independent contractor, which advertisement,  
12 solicitation or communication (a) is willfully designed to mislead any person as to  
13 compensation or commissions which may be earned; or (b) falsely represents the  
14 compensation or commissions which may be earned.”

15 193. Plaintiffs are informed and believe and based thereupon allege that  
16 Defendants have a policy and/or practice of offering prospective employees,  
17 including Aggrieved Employees, a higher compensation (e.g., the promise to pay  
18 gratuities) that is misleading as it falsely represents the compensation that will be  
19 earned during employment, as the actual compensation earned is lower than that  
20 which is offered to induce employment or continued employment in violation of  
21 Labor Code § 976.

22 194. As to Labor Code § 432.5, Plaintiffs are informed and believe and based  
23 thereupon allege that Defendants have a policy and/or practice of using a number of  
24 unlawful forms in their business, such as background check disclosure forms that fail  
25 to comply with the Fair Credit Reporting Act and/or the Investigative Consumer  
26 Reporting Agencies Act, an arbitration agreement that contains an unlawful wholesale  
27 PAGA waiver clause, among other unlawful forms.

28 195. Further, pursuant to Government Code § 12952(a)(1), “It is an unlawful

1 employment practice for an employer with five or more employees to include on any  
2 application for employment any question that seeks the disclosure of an applicant's  
3 conviction history.”

4 196. Plaintiff ROGERS’s employment application asked "Have you been  
5 convicted of a crime?"

6 197. Defendants' inclusion of a conviction-history question on their  
7 employment application constituted an unlawful employment practice in violation of  
8 Government Code § 12952.

9 198. Labor Code § 432.5 prohibits an employer from requiring any applicant  
10 or employee to agree, in writing, to any term or condition that is known by the  
11 employer to be prohibited by law.

12 199. By requiring Plaintiffs and other applicants to complete an employment  
13 application that sought disclosure of criminal conviction history in violation of  
14 California law, Defendants required applicants to agree to and participate in an  
15 unlawful hiring practice prohibited by law.

16 200. Defendants thereby violated Labor Code § 432.5.

17 201. Labor Code § 432.7 prohibits employers from seeking or utilizing certain  
18 criminal history information in connection with employment decisions and prohibits  
19 employers from making inquiries prohibited by that statute.

20 202. Plaintiffs are informed and believe and based thereupon allege that  
21 Defendants' employment application unlawfully sought criminal history information  
22 from applicants in violation of Labor Code § 432.7.

23 203. Plaintiffs are informed and believe and based thereupon allege that  
24 Defendants utilized the information obtained through the foregoing inquiry in  
25 evaluating applicants for employment and determining whether applicants would be  
26 hired.

27 204. Defendants' conduct was part of a uniform policy and practice applicable  
28 to applicants seeking employment in California.



1 State of California and Aggrieved Employees, under the Labor Code and applicable  
2 Wage Orders, as more particularly alleged in this Complaint;

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

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

10 Dated: August 19, 2026

Law Office of Thomas D. Rutledge

11  
12 By: /s/Thomas D. Rutledge  
13 Thomas D. Rutledge, Esq.  
14 Attorneys for the Plaintiffs  
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## PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On August 19, 2026, I served the foregoing document(s) described as:

## FIRST AMENDED COMPLAINT

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Rancho Santa Fe, California.

☒ **(BY E-MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for emailing. This correspondence was sent via email to the recipients' business email addresses identified above.

☐ (BY OVERNIGHT DELIVERY SERVICE) I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

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

Executed August 19, 2026, at Rancho Santa Fe, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

/s/THOMAS D. RUTLEDGE  
THOMAS D. RUTLEDGE

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