Ventura Superior Court transmitted through eFiling 10/07/2026 02:47:24 PM

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ELECTRONICALLY FILED
Superior Court of California
County of Ventura
10/07/2026
K. Bieker
Executive Officer and Clerk
By: _____ Deputy Clerk
Ashley Pekarek

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

TYLER T. HALL, on behalf of himself and current and former aggrieved employees,

Plaintiff,

vs.

B&B MOTORS, INC. dba THOUSAND OAKS TOYOTA; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 2026CUOE074368

PAGA ACTION

PLAINTIFF TYLER T. HALL'S COMPLAINT FOR:

1. CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA"), LABOR CODE SECTIONS 2698, ET SEQ.

COMES NOW Plaintiff TYLER T. HALL ("Plaintiff"), who alleges and complains against Defendant B&B MOTORS, INC. dba THOUSAND OAKS TOYOTA ("B&B Motors"); and DOES 1 to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself and other current and former employees of Defendants who worked as hourly non-exempt employees in California ("aggrieved employees") at any time since June 5, 2025 and continuing into perpetuity ("relevant time period") seeking civil penalties associated with Defendants' violation

of the Labor Code based on Defendants' failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; statutory penalties for failure to timely produce requested employment records; indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; failure to pay wages for accrued paid sick time at the regular rate of pay; failure to pay accrued and vested vacation and/or paid-time-off (PTO) wages; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment.

2. Plaintiff is an "aggrieved employee" under PAGA, as Plaintiff was employed by Defendants during the relevant time period and suffered the Labor Code violations set forth herein, even if not the exact same manner as other aggrieved employees. Plaintiff experienced these violations personally, as well as is informed and believes other aggrieved employees did as well. Plaintiff seeks civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved for Defendants' violations of the aggrieved employees' rights during the relevant time period.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of himself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of thirty-five thousand dollars ($35,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout

California, including but not limited to Los Angeles County.

4. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees, such as Plaintiff, on behalf of Plaintiff and other current and former aggrieved employees within the relevant time period to bring a civil action to recover civil penalties pursuant to the procedures specified in the Labor Code section 2699.3.

5. On or around June 5, 2026, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violations of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as to Defendants.

6. To the extent Defendants previously used the notice and cure provisions of Labor Code section 2699.3 within the last twelve (12) months, under section 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

7. To the extent Defendants, or either of them, previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

8. In the event that Defendants, or either of them, is/are determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

9. In the event that Defendants, or either of them, is/are determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff and/or his counsel, adequately taken all reasonable steps to be in compliance with all provisions

identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section 2699(g)(1)-(3).

10. In the event that Defendants, or either of them is/are deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60) days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

11. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the June 5, 2026, postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

III. PARTIES

1. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of himself and other current and former employees subject to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is filed include current, former and/or future employees of Defendants who work, worked, or will work for Defendants as direct employees as well as temporary employees employed through temp agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently named Plaintiff is and was domiciled and a resident and citizen of California and was employed by Defendants in an hourly position at Defendants' locations in California since approximately 2024 to about May 2026.

2. Plaintiff is informed and believes and thereon alleges that Defendant B&B MOTORS, INC. dba THOUSAND OAKS TOYOTA is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant B & B MOTORS, INC. dba THOUSAND OAKS TOYOTA in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant B & B MOTORS, INC. dba THOUSAND

OAKS TOYOTA operates in Ventura County and employed Plaintiff and putative class members in Ventura County, including but not limited to, at 2401 E Thousand Oaks Blvd, Thousand Oaks, CA 91362.

3. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff sues said defendants by said fictitious names and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named defendants is in some manner responsible for the events and allegations set forth in this complaint.

4. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's right to plead in the alternative.

FIRST CAUSE OF ACTION

CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.

(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and Other Current and Former Aggrieved Employees)

5. Plaintiff incorporates all paragraphs above as though fully set forth herein.

6. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 226, 226.7, 227.3, 246, 510, 512, 1194, 1197, 1198, 1198.5, 2802, and the applicable Wage Orders.

7. Specifically, Defendants have committed the following violations of California Labor Code:

8. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked,"

which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

9. Labor Code sections 1194 and 1197 require an employer to compensate employees for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the Wage Orders.

10. In this case, Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) At times, failing to pay Plaintiff and similarly aggrieved employees all minimum wages as Plaintiff and similarly aggrieved employees were unable to take off duty, thirty- minute, uninterrupted meal periods, often being forced to work through part or all their unpaid meal periods, resulting in significant unpaid wages for time spent working for Defendants.

(b) At times, failing to pay Plaintiff and similarly situated aggrieved employees all minimum wages as Defendants implemented a time-rounding system that, as applied, systematically deprived Plaintiff and similarly situated aggrieved employees of compensable time because the time-rounding system implemented by Defendants understated the actual compensable work time. At times, Defendants adjusted Plaintiff's and similarly aggrieved employees' time entries and/or instructed them to record only scheduled beginning and end times of their shifts rather than the actual times they began and stopped working, resulting in understating the actual time worked and the underpayment of minimum wages owed to Plaintiff and similarly

situated aggrieved employees.

11. Therefore, Defendants suffered, permitted, and required Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees working time for which they were not compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable Wage Order.

12. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13. **Failure to pay wages for overtime hours worked at the overtime rate of pay and/or failure to pay overtime wages at the proper rate of pay**: Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services that inure to the benefit of the employer.'

14. Labor Code sections 510 and 1194 require an employer to compensate employees a higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

> Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

15. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) At times, failing to pay Plaintiff and similarly aggrieved employees all overtime wages as Plaintiff and similarly aggrieved employees were consistently unable to take off duty, thirty-minute, uninterrupted meal periods, often being forced to work through part or all their unpaid meal periods, resulting in significant unpaid wages for time spent working for Defendant.

(b) At times, failing to pay Plaintiff and similarly aggrieved employees all overtime wages as Defendants implemented a time-rounding system that, as applied, systemically deprived Plaintiff and similarly aggrieved employees of compensable time because the time-rounding system implemented by Defendants understated actual compensable work time. Defendants adjusted Plaintiff's and similarly aggrieved employees' time entries and or instructed them to record only the scheduled beginning and end times of their shifts rather than the actual times they began and stopped working, resulting in understating actual time worked and the underpayment of overtime owed to Plaintiff and similarly aggrieved employees.

(c) At times, failing to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate, resulting in the miscalculation and underpayment of overtime wages owed to Plaintiff and similarly aggrieved employees.

16. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code sections 510, 1194 and 1198, and the applicable Wage Order.

18. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods and/or failure to pay period premium wages:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

19. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 5 at §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is only permitted when: (1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

20. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay

for each workday that a legally required and compliant meal period was not provided. Labor Code sections 226.7 and 1198; Wage Order 5 at §11.

21. In this case, Defendants failed to authorize or permit legally required and compliant meal periods to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees due to Defendants' policies, practices, and/or procedures, including but not limited to:

(a) At times, Plaintiff and similarly aggrieved employees were unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods and/or work through part or all their meal periods due to the nature and constraints of their job duties/lack of relief workers available and or commentary from supervisors pressuring them to take non-compliant breaks or skip breaks completely.

(b) At times, Plaintiff and similarly aggrieved employees were instructed by their supervisors to take late meal periods and or work through part or all of their meal periods when the plant was busy. Plaintiff and similarly aggrieved employees were instructed to clock out thirty minutes for these missed or improper meal periods but to continue working/remain on duty.

(c) At times, Plaintiff and similarly aggrieved employees were not provided second meal periods despite regularly working shifts of at least ten hours (10) hours and thus being entitled to a second 30-minute, duty free, uninterrupted meal period before the end of the tenth hour of work. Per Defendants' unlawful meal period policy and practice, Defendants only provided a single meal period per shift, regardless of the number of hours worked, and even this single meal period would often be cut short, interrupted, late, worked through, and or on duty due to the nature and constraints of Plaintiff's and similarly aggrieved employees' job duties, lack of relief workers available and or pressure from supervisors to take non-compliant meal

breaks or skip meal breaks completely.

(d) At times, Defendants failed to permit Plaintiff and similarly aggrieved employees to leave Defendants' premises during their meal periods in violation of California law.

(e) At times, Defendants failed to pay Plaintiff and similarly aggrieved employees all meal period premiums earned for noncompliant meal periods.

(f) At times, failing to incorporate all non-discretionary remuneration, including but not limited to, multiple base rate of pay and/or other non-discretionary pay into the regular rate of pay used to calculate Plaintiff's and similarly aggrieved employees' meal period premium rates owed to Plaintiff and similarly aggrieved employees.

22. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

23. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays during which Defendants did not provide them with meal periods in compliance with California law.

24. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods and/or failure to pay**

rest period premium: Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

26. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code section 226.7; Wage Order 5 at §12. Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 5 at §12. Additionally, the rest period requirement ""obligates employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

27. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 5 at § 12.

28. In this case, Defendants failed to authorize or permit all legally required and compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) At times, Defendants failed to authorize Plaintiff and similarly aggrieved employees to take rest periods at a rate of every four (4) hours worked or major fraction thereof.

(b) At times, Plaintiff and similarly aggrieved employees were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest breaks per California law.

(c) At times, Plaintiff's and similarly aggrieved employees' rest periods were interrupted, cut short, on duty, and/or late due to the nature and constraints of Plaintiff's and similarly aggrieved employees' job duties or commentary from supervisors pressuring them to skip rest breaks completely or take non-compliant rest breaks.

(d) At times, Defendants pressured Plaintiff and similarly aggrieved employees to complete their work duties according to a designed schedule such that rest breaks were only taken once jobs were completed/as time permitted.

(e) At times, Plaintiff and similarly aggrieved employees were not provided third rest periods despite consistently working shifts of ten hours or more and thus being entitled to a third duty-free, paid rest period per each shift of more than ten hours. Plaintiff and similarly aggrieved employees were not always provided compliant first, second nor third rest periods. Per Defendants' unlawful rest period policy and practice, Plaintiff and similarly aggrieved employees were only permitted two rest periods per shift, regardless of the number of hours worked, and even those purportedly allowed rest periods were typically worked through/on duty or otherwise noncompliant with California law.

(f) Defendants had no policy in place nor instruction as to the taking, timing, or duty-free nature of rest periods.

(g) At times, Defendants did not permit Plaintiff and similarly aggrieved employees to leave Defendants' premises during their rest periods in violation of California law.

(h) Defendants failed to pay Plaintiff and similarly aggrieved employees a rest period premium for missed/improper rest period in violation of California law.

(i) At times, failing to incorporate all non-discretionary remuneration, including but not limited to, multiple base rate of pay and/or other non-discretionary pay into the regular rate of pay used to calculate Plaintiff's and similarly aggrieved employees'

rest period premium rates owed to Plaintiff and similarly aggrieved employees.

29. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday they did not receive legally required and compliant rest periods, in violation of Labor Code section 226.7.

30. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays in which Defendants did not provide them with rest periods in compliance with California law.

31. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

32. **Failure to produce requested employment records:** An employer must afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer. Labor Code section 226(b). An employer who receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code section 226(c). Additionally, every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Labor Code section 1198.5(a). Upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from

the date the employer receives the written request, subject to some limited exceptions. Labor Code §1198.5(b)(1). Failure to comply with these requests allows for a civil penalty seven hundred fifty dollars ($750), pursuant to Labor Code sections 1198.5(k) and 226(f).

33. On May 27, 2026, Plaintiff sent a written request through his counsel to Defendants for his payroll records, timecards, and personnel records pursuant to Labor Code sections 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5. Defendants have not produced any of the requested employment records as of the date of this Complaint.

34. Plaintiff is informed and believes and thereon alleges that other similarly situated employees also sent written requests for their employment records, but Defendants failed to timely produce the required and requested records, in violation of Labor Code sections 226 and 1198.5.

35. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

36. **Failure to Indemnify for Losses and Expenditures Incurred as Part of Employment:** California law requires that every employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the obedience of the directions of the employer. Moreover, an employer is prohibited from passing the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

37. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff and other current and former aggrieved California-based non-exempt hourly employees' necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants employed policies, practices, and/or procedures included, but not limited to:

(a) Failing to reimburse Plaintiff and other similarly aggrieved employees for all out-of-pocket expenses incurred during the course of his employment, including but not limited to, reimbursement for the use of his cellular phone for work purposes

38. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved California-based hourly non-exempt employees accrued paid sick time.

39. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee who…works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days." Additionally, an employee accrues paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment. Labor Code section 246(b).

40. Here, Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees who were employed by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment as required by Labor Code section 246(b).

41. In this case, Plaintiff alleges that when he and other current and former aggrieved California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration when calculating Plaintiff and other current and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of paying sick time. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

42. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants failing to provide Plaintiff and other current and former aggrieved California-based hourly non-

exempt employees' paid sick days, in violation of Labor Code section 246.

43. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

44. **Failure to pay accrued and vested vacation and/or PTO wages upon separation**: Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved California-based hourly non-exempt employees accrued paid vacation time and/or personal time off ("PTO").

45. Labor Code section 227.3 states in relevant part "...whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served...." Given this, vacation/PTO wages are deferred wages that vest once accrued and an employer must pay its employees all unused vested vacation/PTO at the time of termination at the employees' final rate of pay.

46. In this case, Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked enough hours to accrue vested vacation/PTO wages. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to pay accrued and vested vacation/PTO wages upon separation of employment, in violation of Labor Code section 227.3.

47. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

48. **Failure to provide complete and accurate wage statements:** Labor Code section 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his or her employees ... an itemized statement

in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

49. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all wages earned (including minimum wages, overtime wages, reporting time pay, meal period premium wages, and/or rest period premium wages) rendered Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9).

50. Plaintiff believes these failures were willful and intentional.

51. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

52. **Failure to pay employees all wages due at time of termination/resignation**: An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72) hours of resignation (Labor Code section 202).

53. As a derivative of Plaintiff's allegations above, because Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all

their earned wages (including minimum wages, overtime wages, reporting time pay, meal period premium wages, and/or rest period premium wages), Defendants failed to pay those employees timely after each employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

54. Plaintiff believes these failures were willful and intentional.

55. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

56. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee, on behalf of himself or herself and other current or former employees, to bring a civil action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code section 2699.3.

57. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3. On April 29, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged.

58. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to investigate Plaintiff's claims.

59. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 2802, During Plaintiff's employment and continuing through the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following

amounts:

a. For violations of Labor Code sections 201, 202, 203, 226, 226.7, 1194, 1197, and 2802; one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226(a), alternatively, two hundred fifty dollars ($250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars ($1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510 and 512, fifty dollars ($50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 204, one hundred dollars ($100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 210].

e. For violations of Labor Code section 223, one hundred dollars ($100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 225.5].

60. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his claims for civil penalties.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: October 7, 2026,

Respectfully submitted,
THE WORK JUSTICE FIRM

By: */s/ Saima Gipson*
Sepideh Ardestani, Esq.
Saima A. Gipson, Esq.
Attorneys for Plaintiff
TAYLOR T. HALL, on behalf of himself
and current and former aggrieved employees.