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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES
12 UNLIMITED JURISDICTION

13 NATASHA HENRY, on behalf of herself and
14 all other aggrieved employees, and the general
public,

15 *Plaintiff,*

16 v.

17 TRANSDEV SERVICES, INC., a Maryland
Stock Corporation; TRANSDEV FLEET
18 SERVICES, INC., a Delaware Stock
Corporation; TRANSDEV ALTERNATIVE
19 SERVICES, INC., a Delaware Stock
Corporation; and DOES 1 through 50,
20 inclusive,

21 *Defendants.*
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Case No. **26STCV26189**

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff NATASHA HENRY (“Plaintiff”), on behalf of herself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants TRANSDEV
5 SERVICES, INC., a Maryland Stock Corporation; TRANSDEV FLEET SERVICES, INC., a
6 Delaware Stock Corporation; TRANSDEV ALTERNATIVE SERVICES, INC., a Delaware Stock
7 Corporation; and DOES 1 through 50, inclusive, (collectively referred to as “Defendants”) for
8 alleged violations of the Labor Code. As set forth below, Plaintiff alleges that Defendants have

9 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
10 periods;

11 (2) failed to provide them with rest periods;

12 (3) failed to pay them premium wages for missed meal and/or rest periods;

13 (4) failed to pay them at least minimum wage for all hours worked;

14 (5) failed to pay them overtime wages at the correct rate;

15 (6) failed to pay them double time wages at the correct rate; and

16 (7) failed to provide them with accurate written wage statements.

17 Based on these alleged violations, Plaintiff now brings this representative action to recover unpaid
18 wages, restitution, civil penalties, and related relief on behalf of herself and all others similarly
19 situated, all other aggrieved employees, and the State of California.

20 **JURISDICTION AND VENUE**

21 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
22 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
23 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

24 3. Venue is proper in COUNTY OF LOS ANGELES pursuant to Code of Civil
25 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
26 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
27 maintains offices, transacts business, and/or has an agent therein.

1 **PARTIES**

2 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
3 residing in the State of California.

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
5 TRANSDEV SERVICES, INC. is, and at all relevant times mentioned herein, a Maryland Stock
6 Corporation doing business in the State of California.

7 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant
8 TRANSDEV FLEET SERVICES, INC. is, and at all relevant times mentioned herein, a Delaware
9 Stock Corporation doing business in the State of California.

10 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant
11 TRANSDEV ALTERNATIVE SERVICES, INC. is, and at all relevant times mentioned herein, a
12 Delaware Stock Corporation doing business in the State of California.

13 8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
14 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
15 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
16 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
17 fictitiously named defendants are responsible in some manner for the occurrences, acts and
18 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
19 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
20 capacities of the DOE defendants when ascertained.

21 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
22 mentioned herein, some or all of the defendants were the representatives, agents, employees,
23 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
24 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
25 and scope of such relationship and with the full knowledge, consent, and ratification by such other
26 defendants.

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1 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 10. Plaintiff worked for Defendants as an hourly, non-exempt employee since
3 approximately October 13, 2025.

4 **Off-the-Clock Work**

5 11. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants
6 directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-
7 the-clock work.

8 12. Plaintiff's paychecks were consistently short; she initially tracked her hours on paper
9 and later used a single on-premises timeclock by swiping her card. On at least three occasions the
10 time recorded on the time clock did not match payroll and her time was shorted, which she
11 discovered by comparing to her paper records.

12 13. Defendants were aware of this practice and directed, permitted, or otherwise
13 encouraged Plaintiff and the aggrieved employees to perform off-the-clock work. As a result of
14 Defendants' policies and practices, Plaintiff and the aggrieved employees were not paid for all
15 hours worked.

16 **Missed Meal Periods**

17 14. Plaintiff and the aggrieved employees were not provided with meal periods of at
18 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
19 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
20 shift with not enough workers; (3) imposing so much work on each employee such that it made it
21 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
22 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
23 meal and rest periods.

24 15. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
25 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
26 (5) hours worked due to complying with Defendants' productivity requirements that required
27 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
28 assignments on time.

1 **Missed Rest Periods**

2 16. Plaintiff and the aggrieved employees were not provided with rest periods of at least
3 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
4 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
5 understaffing each work shift with not enough workers; (3) imposing so much work on each
6 employee such that it made it unlikely that an employee would be able to take their breaks if they
7 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
8 encouraged employees to take their meal and rest periods.

9 17. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
10 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
11 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
12 and the aggrieved employees to work through their rest periods in order to complete their
13 assignments on time.

14 **Wage Statements**

15 18. Plaintiff and the aggrieved employees were not provided with accurate wage
16 statements as mandated by law pursuant to Labor Code § 226.

17 19. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
18 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
19 clock" work were not included.

20 20. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours
21 worked by the employee" were not accurately reflected in that all hours worked, including overtime
22 and "off-the-clock" work were not included.

23 21. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages
24 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
25 clock" work were not included.

26 22. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
27 hourly rates in effect during the pay period and the corresponding number of hours worked at each
28 hourly rate by the employee" were not accurately reflected in that all hours worked, including

overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

23. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

24. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, and 1198.

25. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

26. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

27. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

28. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, and 1198:

- i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, and 1198, one hundred dollars (\$100) for each employee per pay period for each initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each

1 employee for each initial violation that was neither willful nor intentional,
2 two hundred dollars (\$200) for each employee, plus 25% of the amount
3 unlawfully withheld from each employee, for each initial violation that was
4 either willful or intentional, and two hundred dollars (\$200) for each
5 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
6 from each employee, for each subsequent violation, regardless of whether the
7 subsequent violation was either willful or intentional (penalties set by Labor
8 Code § 210);

9 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
10 employee for each initial violation that was neither willful nor intentional,
11 two hundred dollars (\$200) for each employee, plus twenty-five percent
12 (25%) of the amount unlawfully withheld from each employee, for each
13 initial violation that was either willful or intentional, and two hundred dollars
14 (\$200) for each employee, plus twenty-five percent (25%) of the amount
15 unlawfully withheld from each employee, for each subsequent violation,
16 regardless of whether the subsequent violation was either willful or
17 intentional (penalties set by Labor Code § 225.5);

18 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
19 citation, two hundred and fifty dollars (\$250) for each employee for each
20 violation. Alternatively, if an initial citation or its equivalent occurred before
21 the filing of this action, one thousand dollars (\$1,000) for each employee for
22 each violation (penalties set by Labor Code § 226.3);

23 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
24 employee for each initial pay period for which the employee was underpaid,
25 and one hundred dollars (\$100) for each employee for each subsequent pay
26 period for which the employee was underpaid (penalties set by Labor Code §
27 558);

28 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each

aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Declaratory relief;
- (2) Pre-judgment interest;
- (3) Civil penalties;
- (4) Costs of suit;
- (5) Reasonable attorneys' fees; and
- (6) Such other relief as the Court deems just and proper.

Dated: August 14, 2026

SETAREH LAW GROUP

/s/ Shaun Setareh
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NATASHA HENRY