ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
9/1/2026 9:56:47 AM

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ETHAN BURY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ETHAN BURY, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

PACIFIC SPECIALTY INSURANCE COMPANY, a California Corporation; MCGRAW SERVICE L.P., a Delaware Limited Partnership; WESTERN SERVICE CONTRACT CORP., a California Corporation; and DOES 1-50, inclusive,

Defendants.

Case No.: 26CU030246C

FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, *ET SEQ.*

(1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
(2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
(3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
(4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
(5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
(6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
(7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
(8) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA §§ 2698, *et seq.*;

(9) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
(10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

Plaintiff Ethan Bury, individually and on behalf of all other members of the public similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees, alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to California Code of Civil Procedure section 382 and California Labor Code sections 2698, *et seq*. ("PAGA") to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who worked for Defendants in California as non-exempt, hourly paid employees and received at least one wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction. Plaintiff's share of damages, penalties, and other relief sought in this action does not exceed $75,000.

2. This Court has jurisdiction over Defendants because Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

3. Venue is proper in this Court because Defendants employ persons in this county,

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and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

THE PARTIES

4. Plaintiff Ethan Bury is a resident of San Diego, in San Diego County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately May 2025 to April 2026. Plaintiff worked for Defendants as a Large Loss Field Appraiser at various locations all over the San Diego area in California. During his employment, Plaintiff typically worked eight (8) to ten (10) hours or more per day and about four (4) to five (5) days per week. Plaintiff's job duties included, without limitation, investigating and evaluating high-value residential property damage claims by inspecting loss sites, documenting damages, estimating repair or replacement costs, coordinating with contractors and insureds, and preparing claim valuations for coverage and settlement determinations. At the time of Plaintiff's separation of employment from Defendants, Defendants compensated Plaintiff approximately $48.56 per hour.

5. PACIFIC SPECIALTY INSURANCE COMPANY was and is, upon information and belief, a California Corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

6. MCGRAW SERVICE L.P. was and is, upon information and belief, a Delaware Limited Partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

7. WESTERN SERVICE CONTRACT CORP. was and is, upon information and belief, a California Corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10

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were the partners, agents, owners, or managers of PACIFIC SPECIALTY INSURANCE COMPANY; MCGRAW SERVICE L.P. and WESTERN SERVICE CONTRACT CORP. at all relevant times.

10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to PACIFIC SPECIALTY INSURANCE COMPANY; MCGRAW SERVICE L.P. and WESTERN SERVICE CONTRACT CORP. and/or DOES 1 through 10 (collectively, "Defendants" or "THE MCGRAW GROUP"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

11. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

12. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

13. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiff and class members. Each Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiff and class members to work and/or "engaged" Plaintiff and class members so as to create a common-law employment relationship. As joint employers of Plaintiff and class members, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiff and

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class members under the law.

14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have:

(a) jointly exercised meaningful control over the work performed by Plaintiff and class members;

(b) jointly exercised meaningful control over Plaintiff and class members' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and class members;

(c) jointly required that Plaintiff and class members perform work which is an integral part of Defendants' businesses; and

(d) jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

16. PACIFIC SPECIALTY INSURANCE COMPANY; MCGRAW SERVICE L.P. and WESTERN SERVICE CONTRACT CORP.; and DOES 1 through 10 are therefore alter egos of each other.

17. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name THE MCGRAW GROUP.

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GENERAL ALLEGATIONS

18. Defendants are a financial services and insurance company, offering various personal insurance products nationwide. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Anaheim, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

19. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

20. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Anaheim, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's employment ends.

21. Defendants continue to employ non-exempt or hourly paid employees in California.

22. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

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23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class members were not paid for all hours worked because all hours worked were not recorded.

24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and class members were not paid at least minimum wages for work done off-the-clock.

26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to meal periods in accordance with the California Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period and that Plaintiff and class members were not authorized and permitted to take compliant rest periods or provided with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

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should have known that Plaintiff and class members were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and class members were not provided complete and accurate wage statements.

29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within permissible time periods.

31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

32. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

33. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by

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aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

34. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

35. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former employees and one or more of the alleged violations were committed against them.

36. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars ($75).

(c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation ("LWDA Notice") within sixty (60) calendar days of the postmark date of the aggrieved employee's notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the aggrieved employee's notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

37. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision

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other than those listed in Section 2699.5 after the following requirements have been met:

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars ($75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

38. On June 2, 2026, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars ($75). The LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1181568-26. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

39. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that it intends

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to investigate Plaintiff's claims and Defendants have not cured the violations.

40. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

41. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

42. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

43. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

44. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

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CLASS ACTION ALLEGATIONS

45. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

46. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

47. Plaintiff's proposed class consists of and is defined as follows:

> All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

48. Plaintiff's proposed subclass consists of and is defined as follows:

> All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

49. Members of the Class and Subclass are referred to herein as "class members."

50. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

51. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

(a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;

(b) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;

(c) Whether Defendants failed to provide Plaintiff and class members with meal periods;

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(d) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;

(e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);

(f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);

(g) Whether Defendants failed to pay earned overtime wages, minimum wages, meal and rest period premiums, and/or vested vacation wages due to Plaintiff and class members upon their discharge;

(h) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums, due to Plaintiff and class members during their employment;

(i) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and

(j) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

52. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

(a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-

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defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

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FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime

(Against all Defendants)

53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

54. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

55. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

56. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

57. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and class members working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

58. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on

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the seventh (7th) day of work.

59. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class members were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded.

60. First, during the relevant period, Plaintiff and class members were regularly scheduled to work more than forty (40) hours in a workweek but were typically paid straight time for all hours, including hours worked beyond forty (40) in a workweek. Even if Defendants implemented a valid alternative workweek schedule, the applicable wage order does not permit employees to be paid straight-time wages for hours worked beyond forty (40) in a workweek.

61. Second, during the relevant period, Defendants typically scheduled Plaintiff and class members to work nine (9) hours per day, excluding unpaid meal periods, while paying straight-time wages for all hours worked. Under information and belief, Defendants failed to properly implement a valid alternative workweek schedule in accordance with the procedures required by the applicable wage order.

62. Third, during the relevant period, Defendants failed to compensate Plaintiff and class members for all hours worked while traveling between inspections. For example, Plaintiff resided in San Diego but was required to conduct inspections throughout Southern California, often requiring substantial travel during periods of heavy traffic. Defendants generally compensated Plaintiff based upon expected travel times under ideal traffic conditions rather than actual travel time incurred. Plaintiff was discouraged from recording overtime associated with extended travel and was required to justify any overtime reported, often facing criticism or reprimands for accurately recording all hours worked. Despite performing work-related duties during travel, including taking work calls while driving, Defendants failed to compensate Plaintiff and class members for all time spent traveling and working.

63. Fourth, during the relevant period, Defendants required Plaintiff and class members to perform work off the clock by responding to work-related communications outside

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of scheduled working hours. For example, Plaintiff regularly received and responded to calls, text messages, and emails from insureds and other work contacts during evenings and other non-working time. Because many insureds were experiencing emergency situations and were unavailable during normal business hours, Plaintiff was expected to remain responsive and provide assistance outside of his scheduled shifts. However, Defendants failed to compensate Plaintiff and class members for all time spent performing these work-related duties.

64. Fifth, during the relevant period, Defendants failed to provide compliant, uninterrupted meal periods to Plaintiff and class members. Specifically, Plaintiff was frequently interrupted during meal breaks by work-related telephone calls and discussions concerning ongoing inspections and claims. On many occasions, Plaintiff's supervisor or other work contacts would call Plaintiff during his meal period, causing him to perform work-related duties and discuss work matters while off the clock. These interruptions often lasted as long as twenty minutes and prevented Plaintiff from receiving a full, uninterrupted meal period. On other occasions, Plaintiff was required to eat while driving and was not compensated for this time as Defendants' view—as communicated by management—was that time spent driving to and from inspections could constitute unpaid meal periods. On other occasions, Plaintiff and class members were forced to work through meal periods entirely, due to their workloads and job demands. However, as discussed in more detail below, Defendants pressured Plaintiff and class members to falsely record meal periods when none were taken, resulting in unpaid work.

65. Sixth, during the relevant period, Defendants maintained a policy and practice of compensating Plaintiff and class members based on their scheduled hours rather than the actual hours they worked, which resulted in unlawful rounding of employee time. As a result, Plaintiff and class members were not paid for all time worked before the start of their scheduled shifts, after the end of their scheduled shifts, and/or during scheduled meal periods when work was performed. Defendants knew or should have known that Plaintiff and class members regularly worked time outside their scheduled hours but nevertheless failed to accurately record and compensate them for all hours worked by engaging in unlawful rounding.

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66. Because Plaintiff and class members worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours they actually worked.

67. Defendants' failure to pay Plaintiff and class members the balance of overtime compensation as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class members are entitled to recover from Defendants their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid Minimum Wages

(Against all Defendants)

68. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

69. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 9-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11090(2)(H) (defining "Hours Worked").

70. First, as stated, Defendants failed to compensate Plaintiff and class members for all hours worked while traveling between inspections. For example, Plaintiff resided in San Diego but was required to conduct inspections throughout Southern California, often requiring substantial travel during periods of heavy traffic. Defendants generally compensated Plaintiff based upon expected travel times under ideal traffic conditions rather than actual travel time incurred. Plaintiff was discouraged from recording overtime associated with extended travel and

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was required to justify any overtime reported, often facing criticism or reprimands for accurately recording all hours worked. Despite performing work-related duties during travel, including taking work calls while driving, Defendants failed to compensate Plaintiff and class members for all time spent traveling and working.

71. Second, as stated, Defendants required Plaintiff and class members to perform work off the clock by responding to work-related communications outside of scheduled working hours. For example, Plaintiff regularly received and responded to calls, text messages, and emails from insureds and other work contacts during evenings and other non-working time. Because many insureds were experiencing emergency situations and were unavailable during normal business hours, Plaintiff was expected to remain responsive and provide assistance outside of his scheduled shifts. However, Defendants failed to compensate Plaintiff and class members for all time spent performing these work-related duties.

72. Third, as stated, Defendants failed to provide compliant, uninterrupted meal periods to Plaintiff and class members. Specifically, Plaintiff was frequently interrupted during meal breaks by work-related telephone calls and discussions concerning ongoing inspections and claims. On many occasions, Plaintiff's supervisor or other work contacts would call Plaintiff during his meal period, causing him to perform work-related duties and discuss work matters while off the clock. These interruptions often lasted as long as twenty minutes and prevented Plaintiff from receiving a full, uninterrupted meal period. On other occasions, Plaintiff was required to eat while driving and was not compensated for this time as Defendants' view—as communicated by management—was that time spent driving to and from inspections could constitute unpaid meal periods. On other occasions, Plaintiff and class members were forced to work through meal periods entirely, due to their workloads and job demands. However, as discussed in more detail below, Defendants pressured Plaintiff and class members to falsely record meal periods when none were taken, resulting in unpaid work.

73. Fourth, as stated, Defendants maintained a policy and practice of compensating Plaintiff and class members based on their scheduled hours rather than the actual hours they worked, which resulted in unlawful rounding of employee time. As a result, Plaintiff and class

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members were not paid for all time worked before the start of their scheduled shifts, after the end of their scheduled shifts, and/or during scheduled meal periods when work was performed. Defendants knew or should have known that Plaintiff and class members regularly worked time outside their scheduled hours but nevertheless failed to accurately record and compensate them for all hours worked by engaging in unlawful rounding.

74. Defendants did not pay minimum wages for all hours worked by Plaintiff and class members. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

75. Defendants' failure to pay Plaintiff and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

THIRD CAUSE OF ACTION

Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period Violations

(Against all Defendants)

76. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

77. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

78. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any

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meal period mandated by an applicable order of the IWC.

79. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

80. At all relevant times herein set forth, the applicable IWC Wage Order authorizes "on duty" meal periods only if (1) the nature of the work prevents the employee from being relieved of all duty and (2) when there is a written agreement stating that the employee may, in writing, revoke the agreement at any time.

81. First, during the relevant period, Defendants failed to provide compliant, uninterrupted meal periods to Plaintiff and class members. Specifically, Plaintiff was frequently interrupted during meal breaks by work-related telephone calls and discussions concerning ongoing inspections and claims. On many occasions, Plaintiff's supervisor or other work contacts would call Plaintiff during his meal period, causing him to perform work-related duties and discuss work matters while off the clock. These interruptions often lasted as long as twenty minutes and prevented Plaintiff from receiving a full, uninterrupted meal period. On other occasions, Plaintiff was required to eat while driving and was not compensated for this time as Defendants' view—as communicated by management—was that time spent driving to and from inspections could constitute unpaid meal periods. On other occasions, Plaintiff and class members were forced to work through meal periods entirely, due to their workloads and job demands.

82. Second, during the relevant period, Defendants failed to maintain accurate time records and discouraged Plaintiff and class members from accurately recording meal period violations. Specifically, because inspections often took longer than anticipated, Plaintiff and class members were frequently forced to take late meal periods or miss meal periods altogether. When Plaintiff accurately recorded these meal period violations, management would request that

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he alter his recorded hours to eliminate the appearance of a violation and avoid the payment of meal period premiums. Defendants further communicated to employees that recording meal period violations was disfavored and, upon information and belief, disciplined employees who accurately reported such violations. For example, Plaintiff is informed and believes that at least one employee was written up and ultimately terminated after repeatedly recording meal period violations. Despite knowing that Plaintiff and class members were experiencing meal period violations, Defendants failed to provide premium pay and instead sought to suppress or alter the reporting of such violations

83. On information and belief, Defendants engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for missed, late, and/or interrupted meal periods. To the extent that premiums were paid, on information and belief, Defendants failed to pay premiums at the regular rate of pay. As a result, Defendants failed to provide Plaintiff and class members compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

84. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations

(Against all Defendants)

85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

86. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class members' employment by Defendants.

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87. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

88. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016). California Labor Code section 226.7 and the applicable IWC Wage Order also provide that rest periods shall be counted as hours worked for which there shall be no deduction from wages.

89. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

90. During the relevant period, Defendants failed to provide Plaintiff and class members with compliant, duty-free rest periods. Specifically, the same workload demands that often prevented compliant meal periods also prevented Plaintiff and class members from taking compliant rest periods. Indeed, Plaintiff, for example, virtually never received rest breaks of any sort due to Defendants' workload demands.

91. As a result of Defendants' practices and policies, Plaintiff and class members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.

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92. Defendants have also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for all missed rest periods. To the extent that Defendants paid rest period premiums, on information and belief, Defendants failed to pay premiums at the regular rate of pay.

93. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

(Against all Defendants)

94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

95. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

96. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate; all deductions; the inclusive dates of the pay periods; the last four digits of employees' social security numbers or employee identification numbers; and the name and legal address of the employer. Specifically,

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Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(3), 226(a)(4), 226(a)(5), 226(a)(6), 226(a)(7), 226(a)(8), and 226(a)(9).

97. Because Defendants did not record the time Plaintiff and Subclass members spent working off the clock, Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

98. The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

99. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

100. California Labor Code section 1198 provides that the maximum hours of work

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and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiff and Subclass members, in violation of section 1198.

101. Plaintiff and Subclass members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination

(Against all Defendants)

102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

103. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, meal and rest period premiums, and/or vested vacation wages that were not timely paid to Plaintiff and those class members no longer employed by Defendants upon their termination.

104. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or

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her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

105. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or vested vacation wages, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

106. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment

(Against all Defendants)

107. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

108. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and class members during their employment.

109. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

110. At all times relevant herein, Labor Code section 204 provides that all wages

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earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

111. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

112. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

113. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.* –

(Against all Defendants)

114. Plaintiff incorporates Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

115. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and 2810.5.

116. Defendants' conduct, as alleged herein, violates numerous sections of the

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California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;

(b) Violation of Labor Code sections 1182.12. 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;

(c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein;

(d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;

(e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;

(f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;

(g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein; and

(h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein.

NINTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* – Unlawful Business Practices

(Against all Defendants)

117. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and

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every allegation set forth above.

118. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

119. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

120. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq*.

121. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law in at least the following respects:

(a) Requiring non-exempt, hourly paid employees, including Plaintiff and class members, to work overtime without paying them proper compensation in violation of California Labor Code sections 510 and 1198, and the applicable IWC Wage Order, as alleged herein;

(b) Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;

(c) Failing to provide all meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(d) Failing to authorize and permit Plaintiff and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and

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1198, and the applicable IWC Wage Order, as alleged herein;

(e) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

(f) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein; and

122. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

123. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* – Unfair Business Practices

(Against all Defendants)

124. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

125. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

126. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to

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enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

127. Defendants' activities, namely Defendants' company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

128. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute acts against the public policy behind these laws.

129. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

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1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars ($35,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;

3. That Plaintiff be appointed as the representative of the Class and Subclass;

4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

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14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (l) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such

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amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, meal and rest period premiums, and/or vested vacation wages owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,

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or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, and/or meal and rest period premiums, during their employment;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendant Tamales Liliana's, Inc. violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); and 204 (by failing to timely pay all earned wages during employment);

49. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,

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and 1198;

50. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198;

51. For pre-judgment and post-judgment interest as provided by law; and

52. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

53. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

54. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

57. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

58. That the Court declare, adjudge and decree that Defendants' conduct of denying

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Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

59. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

60. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

61. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

62. For pre-judgment and post-judgment interest as provided by law; and

63. For such other and further relief as the Court may deem equitable and appropriate.

Dated: August 25, 2026

BROCK & GONZALES, LLP
CLAYTON | BRANDES

By: _____

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Joseph D. Parsons

Attorneys for Plaintiff Ethan Bury

EXHIBIT 1

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June 2, 2026

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.tfaforms.net/308)

Subject: *Ethan Bury v. Pacific Specialty Insurance Company, et al.*

Dear PAGA Administrator:

This office represents Ethan Bury in connection with his claims under the California Labor Code. Mr. Bury was an employee of PACIFIC SPECIALTY INSURANCE COMPANY; MCGRAW SERVICE L.P. and WESTERN SERVICE CONTRACT CORP. ("THE MCGRAW GROUP").

The employer may be contacted directly at the address below:

Pacific Specialty Insurance Company
5515 E. La Palma Ave, Ste 150
Anaheim, CA 92807

McGraw Services L.P.
5515 E. La Palma Ave, Ste 150
Anaheim, CA 92807

Western Service Contract Corp.
5515 E. La Palma Ave, Ste 150
Anaheim, CA 92807

Mr. Bury intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Bury seeks relief on behalf of himself, the State of California, and other persons who are or were employed by THE MCGRAW GROUP in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

THE MCGRAW GROUP employed Mr. Bury as an hourly paid, non-exempt employee from approximately May 2025 to April 2026. Mr. Bury worked as a Large Loss Field Appraiser at various locations all over the San Diego area. During his employment, Mr. Bury typically worked eight (8) to ten (10) hours or more per day and about four (4) to five (5) days per week. Mr. Bury's job duties included, without limitation, investigating and evaluating high-value residential property damage claims by inspecting loss sites, documenting damages, estimating repair or replacement costs, coordinating with contractors and insureds, and preparing claim valuations for coverage and settlement determinations. At the time of Mr. Bury's separation of employment from THE MCGRAW GROUP, THE MCGRAW GROUP compensated Mr. Bury approximately $48.56 per hour.

THE MCGRAW GROUP has committed one or more of the following Labor Code violations against Mr. Bury, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):[1]

THE MCGRAW GROUP's Company-Wide and Uniform Payroll and HR Practices

THE MCGRAW GROUP is a California Corporation. THE MCGRAW GROUP is a financial services and insurance company, offering various personal insurance products nationwide. Upon information and belief, THE MCGRAW GROUP maintains a single, centralized Human Resources (HR) department at its company headquarters in Anaheim, California, for all non-exempt, hourly paid employees working for THE MCGRAW GROUP in California, including Mr. Bury and other aggrieved employees. At all relevant times, THE MCGRAW GROUP issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Bury and other aggrieved employees, regardless of their location or position.

Upon information and belief, THE MCGRAW GROUP maintains a centralized Payroll department at its company headquarters in Los Angeles, California, which processes payroll for all non-exempt, hourly paid employees working for THE MCGRAW GROUP in California, including Mr. Bury and other aggrieved employees. Further, THE MCGRAW GROUP issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Bury and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, THE MCGRAW GROUP utilized the same methods and formulas when calculating wages due to Mr. Bury and other aggrieved employees in California.

1 These facts, theories, and claims are based on Mr. Bury's experience and counsel's review of those records currently available relating to Mr. Bury's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Bury reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

THE MCGRAW GROUP willfully failed to pay all overtime wages owed to Mr. Bury and other aggrieved employees. During the relevant time period, Mr. Bury and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, Mr. Bury and other aggrieved employees were regularly scheduled to work more than forty (40) hours in a workweek but were typically paid straight time for all hours, including hours worked beyond forty (40) in a workweek. Even if THE MCGRAW GROUP implemented a valid alternative workweek schedule, the applicable wage order does not permit employees to be paid straight-time wages for hours worked beyond forty (40) in a workweek.

Second, during the relevant period, THE MCGRAW GROUP typically scheduled Mr. Bury and other aggrieved employees to work nine (9) hours per day, excluding unpaid meal periods, while paying straight-time wages for all hours worked. Under information and belief, THE MCGRAW GROUP failed to properly implement a valid alternative workweek schedule in accordance with the procedures required by the applicable wage order.

Third, during the relevant period, THE MCGRAW GROUP failed to compensate Mr. Bury and other aggrieved employees for all hours worked while traveling between inspections. For example, Mr. Bury resided in San Diego but was required to conduct inspections throughout Southern California, often requiring substantial travel during periods of heavy traffic. THE MCGRAW GROUP generally compensated Mr. Bury based upon expected travel times under ideal traffic conditions rather than actual travel time incurred. Mr. Bury was discouraged from recording overtime associated with extended travel and was required to justify any overtime reported, often facing criticism or reprimands for accurately recording all hours worked. Despite performing work-related duties during travel, including taking work calls while driving, THE MCGRAW GROUP failed to compensate Mr. Bury and other aggrieved employees for all time spent traveling and working.

Fourth, during the relevant period, THE MCGRAW GROUP required Mr. Bury and other aggrieved employees to perform work off the clock by responding to work-related communications outside of scheduled working hours. For example, Mr. Bury regularly received and responded to calls, text messages, and emails from insureds and other work contacts during evenings and other non-working time. Because many insureds were experiencing emergency situations and were unavailable during normal business hours, Mr. Bury was expected to remain responsive and provide assistance outside of his scheduled shifts. However, THE MCGRAW GROUP failed to compensate Mr. Bury and other aggrieved employees for all time spent performing these work-related duties.

Fifth, during the relevant period, THE MCGRAW GROUP failed to provide compliant, uninterrupted meal periods to Mr. Bury and other aggrieved employees. Specifically, Mr. Bury was frequently interrupted during meal breaks by work-related telephone calls and discussions concerning

ongoing inspections and claims. On many occasions, Mr. Bury's supervisor or other work contacts would call Mr. Bury during his meal period, causing him to perform work-related duties and discuss work matters while off the clock. These interruptions often lasted as long as twenty minutes and prevented Mr. Bury from receiving a full, uninterrupted meal period. On other occasions, Mr. Bury was required to eat while driving and was not compensated for this time as THE MCGRAW GROUP's view—as communicated by management—was that time spent driving to and from inspections could constitute unpaid meal periods. On other occasions, Mr. Bury and other aggrieved employees were forced to work through meal periods entirely, due to their workloads and job demands. However, as discussed in more detail below, THE MCGRAW GROUP pressured Mr. Bury and other aggrieved employees to falsely record meal periods when none were taken, resulting in unpaid work.

Sixth, during the relevant period, THE MCGRAW GROUP maintained a policy and practice of compensating Mr. Bury and other aggrieved employees based on their scheduled hours rather than the actual hours they worked, which resulted in unlawful rounding of employee time. As a result, Mr. Bury and other aggrieved employees were not paid for all time worked before the start of their scheduled shifts, after the end of their scheduled shifts, and/or during scheduled meal periods when work was performed. THE MCGRAW GROUP knew or should have known that Mr. Bury and other aggrieved employees regularly worked time outside their scheduled hours but nevertheless failed to accurately record and compensate them for all hours worked by engaging in unlawful rounding.

Because Mr. Bury and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Bury and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

THE MCGRAW GROUP's failure to pay Mr. Bury and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Bury and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 9-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11090(2)(H) (defining "Hours Worked").

First, as stated, THE MCGRAW GROUP failed to compensate Mr. Bury and other aggrieved employees for all hours worked while traveling between inspections. For example, Mr. Bury resided in San Diego but was required to conduct inspections throughout Southern California, often requiring substantial travel during periods of heavy traffic. THE MCGRAW GROUP generally compensated Mr. Bury based upon expected travel times under ideal traffic conditions rather than actual travel time incurred. Mr. Bury was discouraged from recording overtime associated with extended travel and was required to justify any overtime reported, often facing criticism or reprimands for accurately recording all hours worked. Despite performing work-related duties during travel, including taking work calls while driving, THE MCGRAW GROUP failed to compensate Mr. Bury and other aggrieved employees for all time spent traveling and working.

Second, as stated, THE MCGRAW GROUP required Mr. Bury and other aggrieved employees to perform work off the clock by responding to work-related communications outside of scheduled working hours. For example, Mr. Bury regularly received and responded to calls, text messages, and emails from insureds and other work contacts during evenings and other non-working time. Because many insureds were experiencing emergency situations and were unavailable during normal business hours, Mr. Bury was expected to remain responsive and provide assistance outside of his scheduled shifts. However, THE MCGRAW GROUP failed to compensate Mr. Bury and other aggrieved employees for all time spent performing these work-related duties.

Third, as stated, THE MCGRAW GROUP failed to provide compliant, uninterrupted meal periods to Mr. Bury and other aggrieved employees. Specifically, Mr. Bury was frequently interrupted during meal breaks by work-related telephone calls and discussions concerning ongoing inspections and claims. On many occasions, Mr. Bury's supervisor or other work contacts would call Mr. Bury during his meal period, causing him to perform work-related duties and discuss work matters while off the clock. These interruptions often lasted as long as twenty minutes and prevented Mr. Bury from receiving a full, uninterrupted meal period. On other occasions, Mr. Bury was required to eat while driving and was not compensated for this time as THE MCGRAW GROUP's view—as communicated by management—was that time spent driving to and from inspections could constitute unpaid meal periods. On other occasions, Mr. Bury and other aggrieved employees were forced to work through meal periods entirely, due to their workloads and job demands. However, as discussed in more detail below, THE MCGRAW GROUP pressured Mr. Bury and other aggrieved employees to falsely record meal periods when none were taken, resulting in unpaid work.

Fourth, during the relevant period, THE MCGRAW GROUP maintained a policy and practice of compensating Mr. Bury and other aggrieved employees based on their scheduled hours rather than the actual hours they worked, which resulted in unlawful rounding of employee time. As a result, Mr. Bury and other aggrieved employees were not paid for all time worked before the start of their scheduled shifts, after the end of their scheduled shifts, and/or during scheduled meal periods when work was performed. THE MCGRAW GROUP knew or should have known that Mr. Bury and other aggrieved employees regularly worked time outside their scheduled hours but nevertheless failed to accurately record and compensate them for all hours worked by engaging in unlawful rounding.

Thus, THE MCGRAW GROUP did not pay minimum wages for all hours worked by Mr. Bury and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, THE MCGRAW GROUP did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, THE MCGRAW GROUP regularly failed to pay at least minimum wages to Mr. Bury and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Bury and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not

require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant period, THE MCGRAW GROUP failed to provide compliant, uninterrupted meal periods to Mr. Bury and other aggrieved employees. Specifically, Mr. Bury was frequently interrupted during meal breaks by work-related telephone calls and discussions concerning ongoing inspections and claims. On many occasions, Mr. Bury's supervisor or other work contacts would call Mr. Bury during his meal period, causing him to perform work-related duties and discuss work matters while off the clock. These interruptions often lasted as long as twenty minutes and prevented Mr. Bury from receiving a full, uninterrupted meal period. On other occasions, Mr. Bury was required to eat while driving and was not compensated for this time as THE MCGRAW GROUP's view—as communicated by management—was that time spent driving to and from inspections could constitute unpaid meal periods. On other occasions, Mr. Bury and other aggrieved employees were forced to work through meal periods entirely, due to their workloads and job demands.

Second, during the relevant period, THE MCGRAW GROUP failed to maintain accurate time records and discouraged Mr. Bury and other aggrieved employees from accurately recording meal period violations. Specifically, because inspections often took longer than anticipated, Mr. Bury and other aggrieved employees were frequently forced to take late meal periods or miss meal periods altogether. When Mr. Bury accurately recorded these meal period violations, management would request that he alter his recorded hours to eliminate the appearance of a violation and avoid the payment of meal period premiums. THE MCGRAW GROUP further communicated to employees that recording meal period violations was disfavored and, upon information and belief, disciplined employees who accurately reported such violations. For example, Mr. Bury is informed and believes that at least one employee was written up and ultimately terminated after repeatedly recording meal period violations. Despite knowing that Mr. Bury and other aggrieved employees were experiencing meal period violations, THE MCGRAW GROUP failed to provide premium pay and instead sought to suppress or alter the reporting of such violations.

On information and belief, THE MCGRAW GROUP engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Mr. Bury and other aggrieved employees have not received premium pay for missed, late, and/or interrupted meal periods. To the extent that premiums were paid, on information and belief, THE MCGRAW GROUP failed to pay premiums at the regular rate of pay.

As a result, THE MCGRAW GROUP failed to provide Mr. Bury and other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

THE MCGRAW GROUP's conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Bury and other aggrieved employees are therefore entitled to recover from THE MCGRAW GROUP one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

Accordingly, THE MCGRAW GROUP failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Bury and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant period, THE MCGRAW GROUP failed to provide Mr. Bury and other aggrieved employees with compliant, duty-free rest periods. Specifically, the same workload demands that often prevented compliant meal periods also prevented Mr. Bury and other aggrieved employees from taking compliant rest periods. Indeed, Mr. Bury, for example, virtually never received rest breaks of any sort due to THE MCGRAW GROUP's workload demands.

As a result of THE MCGRAW GROUP's practices and policies, Mr. Bury and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.

THE MCGRAW GROUP has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Bury and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, on information and belief, to the extent that THE MCGRAW GROUP did pay Mr. Bury and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, THE MCGRAW GROUP did not pay Mr. Bury and/or other aggrieved employees at the correct rate of pay for premiums because THE MCGRAW GROUP failed to include all forms of compensation, such incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, THE MCGRAW GROUP failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Bury and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. THE MCGRAW GROUP has not provided Mr. Bury and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, THE MCGRAW GROUP has knowingly and intentionally provided Mr. Bury and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, THE MCGRAW GROUP issued uniform wage statements to Mr. Bury and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, THE MCGRAW GROUP violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because THE MCGRAW GROUP did not record the time Mr. Bury and other aggrieved employees spent working off-the-clock, THE MCGRAW GROUP did not list the correct amount of gross wages and net wages earned by Mr. Bury and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, THE MCGRAW GROUP failed to accurately list the total number of the hours worked by Mr. Bury and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, on information and belief, because THE MCGRAW GROUP did not calculate Mr. Bury's and/or other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, THE MCGRAW GROUP did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). THE MCGRAW GROUP also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to,

and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." At all relevant times, and in violation of Labor Code section 1174(d), THE MCGRAW GROUP willfully failed to maintain accurate payroll records for Mr. Bury and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, THE MCGRAW GROUP engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Bury and other aggrieved employees, in violation of section 1198.

Because THE MCGRAW GROUP failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Bury and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Bury and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Bury and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, THE MCGRAW GROUP failed to pay Mr. Bury and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Bury and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

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Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

THE MCGRAW GROUP willfully failed to pay Mr. Bury and other aggrieved employees who are no longer employed by THE MCGRAW GROUP all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving THE MCGRAW GROUP's employ.

Mr. Bury and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." THE MCGRAW GROUP, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Bury's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Bury seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Bury, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against THE MCGRAW GROUP for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

Therefore, on behalf of all aggrieved employees, Mr. Bury seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Joseph D. Parsons
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(310) 492-5139

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Best Regards,



Joseph D. Parsons

Copy: PACIFIC SPECIALTY INSURANCE COMPANY; MCGRAW SERVICES L.P.; WESTERN SERVICE CONTRACT CORP. (via U.S. Certified Mail)