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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

10 VERNON BARNETT, an individual, on)
11 behalf of Aggrieved Employees and in)
12 the capacity as the State of California's)
13 designated proxy under the Private)
14 Attorneys General Act (PAGA),)
15 Plaintiffs,)
16 vs.)
17 RACE TELECOMMUNICATIONS,)
18 LLC, a California limited liability)
19 company; and DOES 1 through 10)
20 inclusive,)
21 Defendants.)

Case No.: 26CU043428C
**REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PAGA FOR:**
**1. Failure to Pay State
Minimum/Regular Wages;**
2. Failure to Pay State Overtime;
**3. Failure to Make Payments
Within the Required Time;**
**4. Failure to Provide Accurate
Wage Statements;**
**5. Failure to Maintain and Timely
Provide Records; and**
**6. Claim for Violations of Labor
Code §§ 432.5 and 2751.**

1 Plaintiff VERNON BARNETT, on behalf of the State of California and acting
2 for the interests of other current and former employees (“Aggrieved Employees” or
3 “Plaintiffs”), alleges the following:

4 **NATURE OF THE ACTION**

5 1. Plaintiff is not suing in his individual capacity¹ and is proceeding herein
6 under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code
7 §§ 2698, *et seq.*, seeking nonindividual civil penalties on behalf of the State of
8 California and for all Aggrieved Employees. *Balderas v. Fresh Start Harvesting*, 101
9 Cal. App. 5th 533 (2024); *Rodriguez v. Packers Sanitation Servs., Inc.*, 109 Cal. App.
10 5th 69 (2025).

11 **JURISDICTION AND VENUE**

12 2. Pursuant to Article VI, § 10 of the California Constitution, subject matter
13 jurisdiction is proper in the Superior Court of California because Plaintiffs allege
14 claims arising under California law.

15 3. This Court has jurisdiction over the Defendants because each is an
16 association, corporation, business entity, or individual that conducts substantial
17 business in the State of California, County of San Diego.

18 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is
19 proper in the Superior Court of California for the County of San Diego because venue
20 in a PAGA action is proper in any county where an aggrieved employee suffered a
21 Labor Code violation, even if the representative plaintiff did not work there, and the
22 named Defendant here employed an Aggrieved Employee in County of San Diego.
23 *See Crestwood Behavioral Health, Inc. v. Superior Court*, 60 Cal. App. 5th 1069,
24 1075–77 (2021).

25 **THE PARTIES**

26 5. The State of California is the real party in interest in a PAGA action. *Kim*

27 1. Plaintiff reserves the right to pursue individual PAGA claims within the meaning of *Adolph*
28 *v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023).

1 *v. Reins Int'l California, Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on
2 whose behalf the plaintiff files suit is always the real party in interest.”)

3 6. Plaintiff VERNON BARNETT is an individual that resides in California.

4 7. Defendant RACE TELECOMMUNICATIONS, LLC is a California
5 limited liability company.

6 8. The true names and capacities, whether individual, corporate, associate,
7 or otherwise of the Defendants named herein as DOES 1 through 10, are unknown to
8 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious
9 names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will
10 seek leave to amend this Complaint to allege the true names and capacities of DOES
11 1 through 10 when the correct identities are ascertained. Plaintiffs are informed and
12 believe, and based thereon allege, that each of the DOE Defendants is in some manner
13 liable to Plaintiffs for the events and actions alleged herein. All named Defendants
14 and DOES 1 through 10 are collectively referred to as “Defendants.”

15 9. Plaintiffs are informed and believe, and based thereon allege that at all
16 times relevant herein each Defendant was acting as an agent, joint venturer, or as an
17 integrated enterprise and/or alter ego for each of the other Defendants, and each was a
18 co-conspirator with respect to the acts and the wrongful conduct alleged herein, so
19 that each is responsible for the acts of the other in connection with the conspiracy and
20 in proximate connection with the other Defendants.

21 10. Plaintiffs are informed and believe, and based thereon allege that each
22 Defendant was acting partly within and partly without the scope and course of their
23 employment, and was acting with the knowledge, permission, consent, and
24 ratification of every other Defendant.

25 11. Plaintiffs are informed and believe, and based thereon allege that each
26 of the Defendants was an agent, managing general partner, managing member, owner,
27 co-owner, partner, employee, and/or representative of each of the Defendants, and
28 were at all times material hereto, acting within the purpose and scope of such agency,

1 employment, contract and/or representation, and that each of them are jointly and
2 severally liable to Plaintiffs for the acts alleged herein.

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

7 13. Plaintiffs are informed and believe, and based thereon allege that each of
8 the named Defendants are part of an integrated enterprise and have acted or currently
9 act as the employer and/or joint employer of Plaintiffs, making each of them liable for
10 the wage and hour violations alleged herein.

11 **GENERAL ALLEGATIONS**

12 14. Defendant RACE TELECOMMUNICATIONS, LLC is in the utility
13 business providing internet, telephone, and similar communication services to
14 residential and commercial customers.

15 15. During all times relevant, Defendant RACE TELECOMMUNICATIONS,
16 LLC employed Plaintiff BARNETT on an hourly basis as a salesman until he resigned
17 on March 17, 2026.

18 **Failure to Provide Records.**

19 16. On or about April 9, 2026, the named Plaintiff, via counsel, sent
20 correspondence to Defendants requesting to obtain access to Plaintiff's payroll
21 records and employee personnel file.

22 17. Notwithstanding the foregoing, Defendants failed to provide the named
23 Plaintiff's records within the statutory deadline.

24 18. Based on the foregoing, Plaintiff seeks the remedies set forth in this
25 Complaint.

26 **Unpaid Wage Claims.**

27 19. During all times relevant, Plaintiffs are informed and believe and thereon
28 allege that pursuant to company policy and/or practice and/or direction, Defendants

1 paid Plaintiff and Aggrieved Employees wages at less than the rate required under
2 state law.

3 20. In particular, Plaintiffs are informed and believe, and therefore allege,
4 that Defendants failed to accurately calculate the regular rate of pay and, thus,
5 underpaid Aggrieved Employees overtime compensation at less than the rate required
6 by law because Defendants failed to include, among other things, earned commissions
7 or other forms of compensation into Aggrieved Employees' regular rate of pay for
8 overtime pay purposes in violation of California law. *See* § 49.1.1 of the California
9 Division of Labor Standards and Enforcement Policies and Interpretations Manual.

10 21. For example, during all times relevant, Plaintiff and Aggrieved
11 Employees have the right to earn Incentive Bonus Plan payments, a nondiscretionary
12 bonus system based on the number of orders that Defendants' employees procured.

13 22. For example, Plaintiff Barnett was paid a base hourly rate of \$22.00.

14 23. During the pay period of January 25, 2026 through February 7, 2026,
15 Plaintiff worked 1.73 hours of overtime, for which Defendant paid him \$33.00 per
16 hour—exactly one and one-half times his \$22.00 base hourly rate.

17 24. Defendant subsequently paid Plaintiff \$410.00 in additional
18 compensation expressly identified as "Incentive B for 01/25/26 - 02/07/26."

19 25. Despite expressly attributing this additional compensation to the same
20 period in which Plaintiff worked overtime, Defendant's payroll records do not reflect
21 an identifiable supplemental overtime payment or regular-rate adjustment attributable
22 to the \$410.00 incentive payment.

23 26. In another example, during the February 22, 2026 to March 7, 2026 pay
24 period, Defendants paid Plaintiff BARNETT \$850.00 pursuant to Defendants'
25 Incentive Bonus Plan, yet in the corresponding pay period this Aggrieved Employee
26 worked 0.64 (wage statement erroneously states .62, but timesheets indicate Plaintiff
27 actually worked .64 hours of overtime) hours of overtime and Defendants should have
28 added the nondiscretionary pay to Plaintiff BARNETT's regular rate of pay for

1 overtime pay computations, but Defendants only paid the named Plaintiff overtime at
2 his predetermined straight regular rate, resulting in an underpayment of overtime in
3 an amount to be proven at trial.

4 27. Similarly, during the March 8, 2026 through March 21, 2026 pay period,
5 Plaintiff worked overtime that Defendant again compensated at \$33.00 per hour at his
6 predetermined straight regular rate.

7 28. Defendant separately paid Plaintiff an additional \$50.00 in
8 compensation expressly identified as “Incentive B for 03/08/26 - 03/21/26,” without
9 an apparent corresponding adjustment to Plaintiff’s regular rate or supplemental
10 overtime payment.

11 29. To the extent these commissions, incentives, bonuses, and/or other forms
12 of compensation were nondiscretionary remuneration for work performed, Defendant
13 was required to include such compensation in determining the regular rate of pay used
14 to calculate overtime compensation. Defendant’s failure to do so resulted in Plaintiff
15 and other aggrieved employees receiving overtime compensation at rates lower than
16 those required by California law.

17 30. Accordingly, Defendant failed to pay Plaintiff and other aggrieved
18 employees all overtime wages due and owing in violation of Labor Code §§ 510,
19 1194, and 1198, and the applicable Industrial Welfare Commission Wage Order,
20 thereby subjecting Defendant to the civil penalties and other relief available under
21 PAGA.

22 31. Further, Plaintiffs are informed and believe and therefore allege that
23 Defendants underpaid Aggrieved Employees’ bonus payments.

24 32. Plaintiffs’ unpaid wage claim is also premised on Defendants’ failure to
25 pay for pre and post-shift duties (such as waiting for their computer to boot-up, time
26 spent logging into the time keeping systems, among other duties), a process that could
27 take up to five minutes on average, in an amount to be proven at trial.

28 33. Further, Labor Code § 227.3 requires employers to pay employees for all

1 unused vested vacation time at their final rate of pay upon termination of their
2 employment.

3 34. During the statutory period, Plaintiffs are informed and believe and
4 thereon allege that Defendant maintained a policy and practice of failing to pay
5 Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at
6 the termination of employment.

7 35. For example, Defendant's employee handbook provides that employees
8 within their first four years of service, earn vacation accrued at a rate of 3.08 hours
9 per active pay period.

10 36. Defendant's policy further provides that, although employees may not
11 use accrued vacation during their first 90 days of active service, vacation nevertheless
12 accrues during this introductory period.

13 37. Defendant's policy also expressly provides that accrued vacation does
14 not expire or become forfeited and that, upon termination of employment, employees
15 will be paid for their accrued and unused vacation on a pro rata basis.

16 38. Plaintiff Barnett was employed by Defendant as a full-time employee
17 and worked during six active pay periods before his employment ended.

18 39. Accordingly, pursuant to Defendant's own vacation policy, Barnett
19 accrued approximately 18.48 hours of vacation during his employment.

20 40. Despite this accrued vacation, Defendant failed to pay Barnett for his
21 accrued and unused vacation upon separation.

22 41. Barnett's final payroll records reflect payment for regular wages,
23 overtime wages, and an incentive payment, but do not reflect any payment for
24 accrued vacation.

25 42. At Barnett's regular hourly rate of \$22.00, his 18.48 hours of accrued
26 vacation had a value of approximately \$406.56 at separation.

27 43. Defendant failed to include these vested vacation wages in Barnett's
28 final wages.

1 44. Defendant's failure to pay Barnett's accrued and unused vacation wages
2 is representative of Defendant's unlawful compensation practices applicable to
3 Plaintiff and other aggrieved employees and constitutes a violation of California
4 Labor Code § 227.3, together with the resulting violations and penalties alleged
5 herein.

6 45. Plaintiffs are informed and believe and thereon allege that these are just a
7 few examples of many Labor Code violations Defendants committed concerning
8 wages.

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

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

13 47. The deficiencies include, among other things, the failure to correctly
14 identify hourly rates, the failure to correctly list gross wages earned, and the failure to
15 list the true net wages earned, including wages for meal periods that were not provided
16 in accordance with California law, wages for rest periods that were not authorized and
17 permitted to take in accordance with California law, and correct wages earned for all
18 hours worked.

19 48. Accordingly, Plaintiff's and Aggrieved Employees' paystubs were
20 inaccurate because Defendants failed to pay them all wages, as alleged above,
21 supporting a derivative claim under Labor Code § 226.

22 49. Additionally, Defendant's wage statement corresponding to the February
23 22, 2026 through March 7, 2026 pay period reported that Plaintiff worked 0.62
24 overtime hours.

25 50. Defendant's underlying time records, however, reflect that Plaintiff
26 worked approximately 0.64 overtime hours during that period.

27 51. Accordingly, Defendant failed to accurately report Plaintiff's total hours
28 worked and corresponding overtime hours as required by Labor Code § 226(a).

1 52. Further, Plaintiff is informed and believes, and based thereon alleges,
2 that following his employment resignation, Defendant issued Plaintiff a check dated
3 March 18, 2026, in the amount of \$1,033.39, representing wages earned by Plaintiff
4 during his employment.

5 53. Defendant did not provide Plaintiff with an itemized wage statement at the
6 time of this payment identifying, among other things, the gross wages earned, total
7 hours worked, deductions, net wages earned, applicable hourly rates, and
8 corresponding hours worked at each rate.

9 54. Plaintiff is further informed and believes, and based thereon alleges, that
10 Defendant has not produced any wage statement corresponding to the March 18, 2026
11 payment despite producing Plaintiff's payroll and personnel records.

12 55. To the extent Defendant contends such a wage statement existed or was
13 furnished to Plaintiff, Defendant has failed to produce it.

14 56. Accordingly, Plaintiff is informed and believes, and based thereon alleges,
15 that Defendant failed to furnish Plaintiff with an accurate itemized wage statement at
16 the time wages were paid, in violation of Labor Code § 226(a).

17 57. Plaintiff is informed and believes, and based thereon alleges, that
18 Defendant engaged in the same or similar practices with respect to other aggrieved
19 employees, thereby subjecting Defendant to applicable civil penalties under PAGA.
20 **Failure to Timely Pay Wages During Employment and Upon Separation.**

21 58. During all times relevant and pursuant to company policy and/or practice
22 and/or direction, Plaintiffs are informed and believe, and therefore allege that
23 Defendants paid Aggrieved Employees untimely in violation of California law.

24 59. For example, Plaintiff Barnett's employment with Defendant ended on or
25 about March 17, 2026, when Plaintiff resigned from his employment without previous
26 notice.

27 60. Upon Plaintiff's resignation of employment, Defendant was required to
28 timely pay Plaintiff all earned and unpaid wages in accordance with Labor Code § 202,

1 including all regular wages, overtime wages, earned commissions and/or other
2 incentive compensation then due, and accrued and unused vacation wages.

3 61. Following Plaintiff's resignation, Defendant issued Plaintiff a check dated
4 March 18, 2026, in the amount of approximately \$1,033.39.

5 62. Defendant did not provide Plaintiff with an itemized wage statement or
6 other payroll record explaining the wages purportedly included in this payment.

7 63. Defendant's March 18, 2026 payment did not include all wages earned
8 and due to Plaintiff upon the resignation of his employment.

9 64. Among other things, Defendant failed to pay Plaintiff his accrued and
10 unused vacation wages.

11 65. Defendant's written vacation policy provided for vacation to accrue
12 beginning on the first day of full-time employment and further provided that accrued
13 and unused vacation would be paid upon termination.

14 66. As alleged herein, Plaintiff had accrued approximately 18.48 hours of
15 unused vacation, which Defendant failed to pay upon his resignation.

16 67. Defendant's own subsequent payroll records further demonstrate that all
17 wages due to Plaintiff were not timely paid following his resignation.

18 68. On or about March 27, 2026, approximately ten days after Plaintiff's
19 employment ended, Defendant issued additional payments for wages earned by
20 Plaintiff before his separation, including regular wages, overtime wages, and/or
21 incentive compensation attributable to work performed before his employment ended.

22 69. Defendant's March 27, 2026 wage statements expressly attribute these
23 payments to the March 8, 2026 through March 21, 2026 pay period, notwithstanding
24 Plaintiff's employment having ended on or about March 17, 2026.

25 70. Defendant's March 27, 2026 wage statement reports 51.43 regular hours
26 and .87 overtime hours, while its separate statement reports an additional \$50 in
27 "Incentive B" compensation attributable to the same period.

28 71. Defendant's subsequent payment of wages attributable to work performed

1 before Barnett's separation demonstrates that earned wages remained unpaid after
2 those wages became due under Labor Code § 202.

3 72. Because Plaintiff resigned without providing 72 hours' advance notice,
4 Defendant was required under Labor Code § 202 to pay all earned and unpaid wages
5 no later than 72 hours after Plaintiff's resignation.

6 73. Nevertheless, Defendant did not pay the additional wages described above
7 until on or about March 27, 2026, approximately ten days after Plaintiff resigned and
8 well beyond the statutory 72-hour period.

9 74. Defendant's failure to timely pay all wages due upon separation was
10 willful within the meaning of Labor Code § 203.

11 75. Plaintiff and other aggrieved employees whose employment ended
12 during the applicable statutory period are therefore entitled to all applicable penalties
13 under Labor Code § 203 and PAGA.

14 76. Plaintiffs are informed and believe and based thereon allege that, to date,
15 Defendants have not paid Aggrieved Employees' wages due and payable, in an amount
16 to be proven at trial.

17 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

18 77. This representative action filed pursuant to PAGA, §§ 2698, 2699
19 generally consists of the following group:

20 **All persons Defendants employed in the State of California**
21 **from June 2, 2025 to the present.**

22 78. All members of the represented group are referred to as the "Aggrieved
23 Employees."

24 79. The "Representative Period" means from **June 2, 2025 to the present.**

25 80. Plaintiff further alleges, on information and belief, that Aggrieved
26 Employees, did not receive all wages due at the time their employment ended with
27 Defendants.

28 81. On information and belief, Defendants current and former employees

1 were subject to wage and hour violations by Defendants, including failing to be paid
2 for all wages due.

3 82. California law provides that an employee may file an action against an
4 employer for penalties in connection with violations of the Labor Code and Wage
5 Orders on behalf of Aggrieved Employees.

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

13 84. As set forth in further detail below, because of the analysis and
14 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required
15 correspondence to the California Labor and Workforce Development Agency
16 (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs'
17 intent to pursue litigation.

18 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

19 85. Pursuant to the PAGA, on **June 2, 2026**, Plaintiffs, via counsel, sent
20 notice to the LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs
21 are pursuing the claims alleged in this Complaint.

22 86. The statutory waiting period applicable to the above-referenced notice
23 has expired and the LWDA did not serve Plaintiffs with notice of intent to assume
24 jurisdiction over the applicable penalty claims and did not provide notice as set forth
25 in Labor Code § 2699.3(a)(2)(A) within the statutory period.

26 87. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies
27 to pursue claims and remedies as authorized by the PAGA.

28 88. The causes of action alleged herein are appropriately suited for a

1 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

2 a. This action involves allegations of violations of provisions of
3 the California Labor Code that provide for a civil penalty to be
4 assessed and collected by the LWDA or any departments,

5 divisions, commissions, boards, agencies, or employees;

6 b. Plaintiff is an “Aggrieved Employee” because Defendants
7 employed the named Plaintiff and Plaintiff is the victim of one
8 or more of the Labor Code violations alleged in this Complaint
9 committed by the Defendants; and

10 c. Plaintiffs have satisfied the procedural requirements of
11 Labor Code § 2699.3, as set forth above.

12 **FIRST CAUSE OF ACTION**

13 **Representative Claim via the PAGA for**

14 **Failure to Pay State Minimum/Regular Wages**

15 **in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194,**
16 **1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order**

17 **(Against all Defendants)**

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

20 90. Pursuant to California law, including but not limited to Labor Code §§
21 200, 218, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, it is unlawful for a California
22 employer to suffer or permit an employee to work without paying wages for all hours
23 worked, as required by the applicable Industrial Welfare Commission (IWC) Wage
24 Order.

25 91. Plaintiffs are informed and believe and based thereupon allege that
26 during all times relevant, Plaintiffs were not paid minimum/regular wages for all
27 hours suffered or permitted to work in violation of California law.

28 92. During all times relevant, Defendants were required to pay Plaintiffs and

1 other members of the Aggrieved Employees their respective hourly rate for all hours
2 worked and/or minimum wages per state law.

3 93. During all times relevant, at least one of the IWC Wage Orders applied
4 to Plaintiffs' employment with Defendants.

5 94. Pursuant to the applicable Wage Order, "hours worked" include the time
6 during which an employee is "suffered or permitted to work, whether or not required
7 to do so."

8 95. During the PAGA Period and based on the misconduct alleged above,
9 Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular wages
10 for all hours suffered or permitted to work in violation of state law.

11 96. Labor Code § 1194 subdivision (a) permits an action to recover wages
12 because of the payment of a wage less than the minimum wage "applicable to the
13 employee" including attorneys' fees, costs, and interest.

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

21 98. In committing the violations of state law as herein alleged, Plaintiffs are
22 informed and believe based there upon allege that Defendants have knowingly and
23 willfully refused to perform their obligations to compensate Aggrieved Employees for
24 all wages earned and all hours worked.

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

SECOND CAUSE OF ACTION

**Representative Claim via the PAGA for
Failure to Pay State Overtime and/or Double-Time Compensation
in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,
1182.12, 1194, 1194.2, 1197, 1197.1,
1811, 1815, and 1198 via the Applicable IWC Wage Order
(Against all Defendants)**

100. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

101. California law requires an employer to pay each employee for the actual hours worked. *See* Cal. Labor Code § 200, *et seq.*

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

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

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

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

106. During all times relevant, and pursuant to company policy and/or practice and/or direction, Defendants required Aggrieved Employees to work more than 40 hours per week and/or eight hours in a workday and Defendants did not pay Plaintiff and the Aggrieved Employees all overtime compensation to which they had the right to receive.

107. As alleged herein, Defendants failed to pay Aggrieved Employees all overtime to which they had a right to receive.

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

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

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

THIRD CAUSE OF ACTION

Representative Claim via the PAGA for

Failure to Timely Pay Earned Wages Upon Separation of Employment in Violation of California Labor Code §§ 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256, and 1198 via the applicable Wage Order

(Against all Defendants)

111. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

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

113. Pursuant to Labor Code § 202, "If an employee not having a written

1 contract for a definite period quits his or her employment, his or her wages shall
2 become due and payable not later than 72 hours thereafter, unless the employee has
3 given 72 hours previous notice of his or her intention to quit, in which case the
4 employee is entitled to his or her wages at the time of quitting.”

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

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

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

17 117. Defendants did not properly pay Plaintiff and Aggrieved Employees
18 pursuant to the requirements of Labor Code, including but not limited to §§ 201, 202,
19 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek the unpaid
20 wages.

21 118. To date, Defendants have not paid terminated Aggrieved Employees all
22 earned wages as required by law and did not and continue to fail to pay current
23 employees in a timely manner as required by law.

24 119. At all material times, Defendants and DOES 1 through 10 were and/or
25 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
26 Employees’ employer, within the meaning of California Labor Code § 558, who
27 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
28 Labor Code or any provision regulating hours and days of work in any Order of the

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

3 120. In committing the violations of state law as herein alleged, Defendants
4 have knowingly and willfully refused to perform their obligations to compensate
5 Aggrieved Employees for all wages earned and all hours worked.

6 121. As alleged above, Defendants have deprived Plaintiff and Aggrieved
7 Employees of their rightfully earned wages as a direct and proximate result of
8 Defendants' failure and refusal to pay said compensation and for the reasons alleged
9 in this Complaint.

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

14 **FOURTH CAUSE OF ACTION**

15 **Representative Claim for Penalties via the PAGA for** 16 **Violations of California Labor Code §§ 226, 226.3, 226.6,** 17 **and 1198 via the applicable IWC Wage Order**

18 (Against all Defendants)

19 123. Plaintiffs reallege and incorporate by reference the foregoing allegations
20 as though set forth herein.

21 124. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
22 pertinent part, that every employer shall, "semimonthly or at the time of each
23 payment of wages, shall furnish to his or her employees, either as a detachable part of
24 the check, draft, or voucher paying the employee's wages, or separately if wages are
25 paid by personal check or cash, an accurate itemized statement in writing showing (1)
26 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
27 piece-rate units earned and any applicable piece rate if the employee is paid on a
28 piece-rate basis, (4) all deductions, provided that all deductions made on written

1 orders of the employee may be aggregated and shown as one item, (5) net wages
2 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
3 name of the employee and only the last four digits of his or her social security
4 number..., (8) the name and address of the legal entity that is the employer. . . , and
5 (9) all applicable hourly rates in effect during the pay period and the corresponding
6 number of hours worked at each hourly rate by the employee and, beginning July 1,
7 2013, if the employer is a temporary services employer as defined in Section 201.3,
8 the rate of pay and the total hours worked for each temporary services assignment. . . ”

9 125. Based on the foregoing allegations, Defendants failed to furnish Plaintiff
10 and Aggrieved Employees accurate itemized wage statements containing all
11 information required by Labor Code § 226(a), including by inaccurately reporting
12 hours worked and, as alleged herein, failing to furnish an itemized wage statement in
13 connection with certain payments of wages.

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

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

1 **FIFTH CAUSE OF ACTION**

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

3 **For Failure to Maintain Required Records in Violation of California**

4 **Labor Code §§ 226, 247.5, 432, 1174, 1198.5,**

5 **and 1198 via the Applicable Wage Order**

6 (Against All Defendants)

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

9 129. California Labor Code § 226, subdivision (b), requires employers doing
10 business in the State of California to “afford current and former employees the right
11 to inspect or copy records pertaining to their employment, upon a reasonable request
12 to the employer...” and subdivision (c), requires employers to produce such records
13 within “21 calendar days from the date of the request.”

14 130. Plaintiff maintains the records requested fall within the meaning of
15 Labor Code § 226 because, among other reasons, the requested documents are
16 “records pertaining to [Plaintiff’s] employment.”

17 131. California Labor Code § 247.5, provides, “An employer shall keep for at
18 least three years records documenting the hours worked and paid sick days accrued
19 and used by an employee, and shall allow the Labor Commissioner to access these
20 records pursuant to the requirements set forth in Section 1174. An employer shall
21 make these records available to an employee in the same manner as described in
22 Section 226.”

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

26 133. Plaintiff maintains the records requested fall within the meaning of
27 Labor Code § 432 because some of the records requested constitute written
28 instruments the Plaintiff signed.

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

5 135. Plaintiff maintains the records requested fall within the meaning of
6 Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiff's
7 personnel file within the meaning of Labor Code § 1198.5.

8 136. As it pertains to "records," § 7 of Wage Order 4, in relevant part,
9 provides:

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

12 ***

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

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

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

24 Wage Order 4, § 7 (emphasis added).

25 137. Plaintiffs seek to recover penalties pursuant to the PAGA from the
26 Defendants for any violations of Labor Code §§ 226, 247.5, 432, 1174, 1198, and
27 1198.5 for failing to maintain certain records which employers are required to
28 maintain, including but not limited to, an accurate record indicating the number of
hours worked by the Plaintiffs.

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

139. Defendants failed to comply with § 7 of the applicable IWC Orders and

1 with Labor Code § 1174 by failing to maintain certain records which employers are
2 required to maintain, including but not limited to, all wage records.

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

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

14 **SIXTH CAUSE OF ACTION**

15 **Representative Claim for Penalties via the PAGA** 16 **Under California Labor Code §§ 2698, 2699, *et seq.* for** 17 **Violations of California Labor Code §§ 432.5 and 2751**

18 (Against all Defendants)

19 142. Plaintiffs reallege and incorporate by reference the foregoing allegations
20 as though set forth herein.

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

27 144. Plaintiffs are informed and believe, and based thereon allege, that
28 because of the acts alleged above and Defendants' violations of the Labor Code

1 provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§
2 2698 and 2699.

3 145. Plaintiffs are “aggrieved employees” because Plaintiffs were employed
4 by the alleged violator and had one or more of the alleged violations committed
5 against Plaintiffs, and therefore are properly suited to represent the interests of other
6 current and former Represented Employees.

7 146. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
8 penalties for violating Labor Code §§ 432.5 and 2751.

9 147. As to Labor Code § 432.5, Plaintiffs are informed and believe and based
10 thereupon allege that Defendants have a policy and/or practice of using a number of
11 unlawful forms in their business, such as an arbitration agreement that contains a
12 PAGA waiver provision and background check disclosure forms that fail to comply
13 with the Fair Credit Reporting Act and/or the Investigative Consumer Reporting
14 Agencies Act, among other forms.

15 148. As to Labor Code § 2751, Plaintiffs are informed and believe and based
16 thereupon allege that Defendants failed to reduce commission/incentive plan
17 agreements to a writing.

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

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

24 1. That Defendants be found liable to the Plaintiffs on behalf of the State of
25 California and Aggrieved Employees;

26 2. For all remedies available to the Plaintiffs on behalf of the State of
27 California and Aggrieved Employees under the applicable provisions of the Labor
28 Code via the PAGA Labor Code § 2698, *et seq.* including an award of attorneys’ fees,

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1 costs, interest, and penalties according to proof to the extent permitted by law;

2 3. For maximum nonindividual civil penalties available to the Plaintiffs on
3 behalf of the State of California and Aggrieved Employees under the Labor Code and
4 applicable Wage Order as described more particularly in this Complaint;

5 4. That Plaintiffs on behalf of the State of California and Aggrieved
6 Employees be awarded reasonable attorneys' fees where available by law, including
7 but not limited to pursuant to Labor Code § 2698, *et seq.*, Code of Civil Procedure §
8 1021.5, and/or other applicable laws; and

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

12 Dated: August 10, 2026

Law Office of Thomas D. Rutledge

13 By: /s/Thomas D. Rutledge

14 Thomas D. Rutledge, Esq.

15 Attorneys for the Plaintiffs
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