

Dorota A. James (State Bar No. 309933)
Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
dorota@ferrarovega.com / nick@ferrarovega.com
lauren@ferrarovega.com

Attorneys for Plaintiff Mareza Cuevas

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County of San Diego

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Clerk of the Superior Court
By M. Estrada ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

MAREZA CUEVAS, on behalf of others
similarly situated and the State of California
under the Private Attorneys General Act,

Plaintiffs,

vs.

VETERAN BENEFITS GUIDE CA, LLC;
JOSHCO GROUP, LLC; and DOES 1 through
50, inclusive,

Defendants.

Case No. 26CU042251C

CLASS ACTION

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Overtime Wages
2. Untimely Payment of Wages
3. Wage Statement Violations
4. Waiting Time Penalties
5. Failure to Reimburse Business Expenses
6. Unfair Competition
7. Unlawful Employment Condition
8. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

1 Plaintiff MAREZA CUEVAS, on behalf of all others similarly situated and the State of
2 California under the Private Attorneys General Act (“Plaintiff”) brings this CLASS AND
3 REPRESENTATIVE ACTION COMPLAINT against Defendants VETERAN BENEFITS GUIDE
4 CA, LLC; JOSHCO GROUP, LLC; and DOES 1 through 50, inclusive (collectively “Defendants”),
5 alleging as follows:

6 **INTRODUCTION**

7 1. This is a class and representative action filed for wage and hour violations of the
8 California Labor Code.

9 2. Defendants underpaid overtime by failing to include non-discretionary bonuses and
10 other forms of remuneration in the regular rate of pay calculations.

11 3. Defendants failed to reimburse Plaintiff and covered employees for necessary work-
12 related expenses, including home internet used to perform their job duties.

13 4. Defendants failed to maintain accurate payroll records reflecting all wages earned and
14 hours worked.

15 5. Defendants required Plaintiff and covered employees to agree in writing to unlawful
16 terms, including overly broad non-competition provisions prohibited by California law.

17 6. Defendants' employment policies, practices, and payroll administration systems
18 enabled and facilitated these violations on a company-wide basis with respect to the covered
19 employees.

20 7. Defendants are further liable for derivative claims for wage statements, untimely
21 payment, and other associated violations.

22 8. Plaintiff seeks to recover the underpaid damages, plus associated penalties, interests,
23 attorney's fees and costs.

24 **JURISDICTION & VENUE**

25 9. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
26 California Constitution as the causes of action are premised upon violations of California law.

27 10. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
28 the Superior Court.

11. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

12. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff Mareza Cuevas

13. Plaintiff Mareza Cuevas is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about April 2022 to January 2026. Plaintiff worked as a Case Manager.

14. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

15. Defendant Veteran Benefits Guide CA, LLC is a California limited liability company that maintains operations and conducts business throughout the State of California, including in this county.

16. Defendant JoshCo Group, LLC is a Nevada limited liability company that maintains operations and conducts business throughout the State of California, including in this county.

17. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief,

each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

18. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

19. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

20. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

CLASS ALLEGATIONS

21. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

- a. All current and former non-exempt employees who worked for Defendants in California at any time from four years prior to the filing of this action through date of class certification.

22. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

23. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of

1 class members are ascertainable by inspection of Defendants' employment and
2 payroll records.

3 b. Typicality: Plaintiff's claims are typical of the claims of the other class
4 members. They were subject to the same policies and practices of Defendants,
5 which resulted in losses to the class. Proof of common unlawful business
6 practices, which Plaintiff experienced, will establish the right of the class to
7 recover on the causes of action alleged herein.

8 c. Adequacy: Plaintiff is an adequate class representative; will take all necessary
9 steps to protect the class members' interests adequately and fairly; has no
10 interest antagonistic to other class members; and is represented by attorneys
11 who have substantial experience prosecuting, defending, resolving, and
12 litigating wage and hour class, collective, and representative actions in
13 California state and federal courts.

14 d. Superiority: A class action is superior to other means for adjudicating this
15 dispute. Individual joinder is impractical. Class treatment will allow for
16 common issues to be resolved in a single forum, simultaneously, and without
17 duplication of effort and expense.

18 e. Public Policy Considerations: Certification of this lawsuit as a class action
19 advances the State of California's strong public interest in ensuring its
20 approximately millions of employed residents are properly paid the wages they
21 earned for the hours they worked. Class actions provide a mechanism for
22 enforcement of labor laws and allow for vindication of employee rights by
23 unnamed class members.

24 24. Common questions of law and fact as to the class members predominate over questions
25 affecting only individual members. The common questions of law and fact exist as to whether the
26 employment policies and practices formulated by Defendants and applied to the class members
27 constitute violations of California law.

28 ///

GENERAL ALLEGATIONS

25. Plaintiff and the covered employees worked for Defendants as non-exempt employees and were compensated on an hourly basis.

26. Defendants employed Plaintiff during the PAGA Period in the position of Case Manager from about April 2022 to January 2026. During their employment, Plaintiff and the other covered employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

27. Defendants failed to pay Plaintiff and the covered employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Defendants failed to pay Plaintiff and other covered employees overtime compensation at the legally required "regular rate of pay." Specifically, Defendants maintain a uniform policy or practice of miscalculating the regular rate of pay by utilizing a formula that fails to properly incorporate all non-discretionary wage remuneration, including bonuses, or otherwise pays overtime at a deficient rate.

28. An illustrative example of this violation is shown in Plaintiff's wage statement dated 11/28/2025. Here, Defendant failed to include Plaintiff's non-discretionary bonus of \$1,250 in the regular rate of pay during the same pay period in which Plaintiff worked overtime. This additional payment should have been included in the regular rate of pay because it was a non-discretionary incentive bonus paid in response to meeting certain criteria earned in the same pay period she earned overtime. Instead of properly including all non-discretionary remuneration in the regular rate of pay, Defendants paid overtime at a straight rate of 1.5x multiple of Plaintiff's base rate rather than the increased rate inclusive of these payments.

29. Defendant unlawfully paid overtime to Plaintiff and the covered employees at a 1.5x multiple of their straight hourly rate. For each overtime hour worked, Defendant should have paid overtime at a rate no less than one and one-half times the regular rate of pay for an employee. Defendant's failure to pay overtime at the regular rate of pay was common to the covered employees. Defendant violated the Labor Code accordingly.

30. Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated the Labor Code (for weekly employees,

as applicable). Defendants failed to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period.

31. Defendants failed to pay all wages and premiums owed to covered employees during their employment, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments.

32. Defendants failed to provide accurate itemized wage statements to the covered employees each pay period. Defendants failed to list the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection and recording of "gross wages earned" on those wage statements. Likewise, Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

33. Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and conceal the underlying problems and underpayments of employee wages.

34. Defendants required Plaintiff and the covered employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the covered employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice. Specifically, Plaintiff and the covered employees were forced to use their home internet service to work from home and perform their regular job duties without reimbursement. Defendants failed to provide any form of reimbursement to Plaintiff and the covered employees, let alone a reasonable percentage stipend covering home utility infrastructure as required under California law, while they worked from home and performed necessary assignments within the

1 scope of their employment. As a result, Defendants failed to indemnify Plaintiff and the covered
2 employees for their mandatory work expenses. This practice was common amongst all covered
3 employees.

4 35. Thus, in direct consequence of their job duties, Plaintiff and the covered employees
5 unavoidably and necessarily incurred these losses, expenditures, and costs as a matter of policy and
6 practice. To the extent Defendants reimbursed Plaintiff and the covered employees, those amounts
7 were underpaid.

8 36. Because of the policies and practices set forth above, including the failure to accurately
9 account for wages earned or hours worked, Defendants failed to accurately maintain records in
10 accordance with Labor Code section 1174 and the IWC Wage Orders.

11 37. Non-competition agreements are illegal under California law. Defendants required that
12 Plaintiff and the covered employees sign "Proprietary Information, Non-Disclosure, and Invention
13 Assignment Agreements" as a mandatory condition of employment. Specifically, Defendants forced
14 Plaintiff and the covered employees to agree to an "Unfair Competition" clause that conceals an overly
15 broad non-competition requirement, restricting their ability to accept certain work on behalf of
16 themselves or other employers by "any other means that would amount to unfair competition to solicit
17 any of the Company's customers...or other otherwise interfere with any business relationship..."
18 without any defined expiration. As such, Defendants required that Plaintiff and the covered employees
19 sign non-competition agreements prohibited by California law.

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY ALL OVERTIME WAGES**

22 **Violation of Labor Code §§ 510 and 1194**

23 38. All outside paragraphs of this Complaint are incorporated into this section.

24 39. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
25 §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime
26 wages all overtime hours worked, and which further provide a private right of action for an employer's
27 failure to pay all overtime compensation for overtime hours worked.

28 40. Defendants failed in their affirmative obligation to pay Plaintiff and class members no

less than one and one-half times their respective “regular rate of pay” for all hours worked in excess of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of work in any one workweek, and no less than twice their respective “regular rate of pay” for all hours over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC Wage Orders (the “Hours and Days of Work” sections of the applicable orders).

41. Plaintiff and class members are entitled to recover the full amount of the unpaid overtime, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to the extent permitted by law.

SECOND CAUSE OF ACTION

UNTIMELY PAYMENT OF WAGES

Violation of Labor Code §§ 204, 210, 218

42. All outside paragraphs of this Complaint are incorporated into this section.

43. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay period, and which further provide a private right of action for an employer’s failure to comply with this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due under these sections, including Labor Code § 210(c)’s statutory late payment penalties.

44. Defendants willfully failed in their affirmative obligation to timely pay all wages, including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice during each calendar month on days designated in advance by the employer as regular paydays (for employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the “Minimum Wages” sections of the applicable orders).

45. Plaintiff and class members are entitled to recover the full amount of the unpaid wages, in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay each employee and \$200 for all subsequent violations and for all willful or intentional violations for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided

1 in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

2 **THIRD CAUSE OF ACTION**

3 **WAGE STATEMENT VIOLATIONS**

4 **Violation of Labor Code § 226**

5 46. All outside paragraphs of this Complaint are incorporated into this section.

6 47. This cause of action is brought by a wage statement subclass pursuant to Labor Code
7 § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each
8 pay period, and which further provide a private right of action for an employer's failure to comply
9 with this obligation.

10 48. Defendants knowingly and intentionally failed in their affirmative obligation to provide
11 accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and
12 class members. Specifically, the wage statements issued to Plaintiff and class members did not
13 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

14 49. Defendants' unlawful acts and omissions deprived Plaintiff and class members of
15 accurate itemized wage statements, causing confusion and concealing wage and premium
16 underpayments.

17 50. As a result, Plaintiff and class members are entitled to recover the statutory penalty of
18 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for
19 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
20 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
21 Code section 226(e).

22 **FOURTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **Violation of Labor Code §§ 201 *et seq.***

25 51. All outside paragraphs of this Complaint are incorporated into this section.

26 52. This cause of action is brought by a waiting time subclass pursuant to Labor Code
27 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
28 employment, and which further provide a private right of action to recover statutory waiting time

penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days wages.

53. Defendants willfully failed and continue to fail in their affirmative obligation to pay all wages earned and unpaid to Plaintiff and class members immediately upon termination of employment or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

54. Plaintiff and class members are entitled to recover a waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

Violation of Labor Code § 2802

55. All outside paragraphs of this Complaint are incorporated into this section.

56. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and a reimbursement subclass for all necessary expenditures, losses, expenses, and costs incurred by them in direct discharge of the duties of their employment, in violation of Labor Code section 2802.

57. Defendants' unlawful acts and omissions deprived Plaintiff and class members of lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiff and class members are entitled to recover the amount unreimbursed expenses of Plaintiff and class members in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 2802.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

Violation of Business and Professions Code §§ 17200 *et seq.*

58. All outside paragraphs of this Complaint are incorporated into this section.

59. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200 by committing the foregoing wage and hour violations alleged throughout this Complaint.

60. Defendants' dependence on these unfair and/or unlawful business practices deprived Plaintiff and continue to deprive other class members of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to Defendants over competitors who have been and/or are currently employing workers in compliance with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

61. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

62. Plaintiff does not have an adequate remedy at law for past or future violations, to the extent the statute of limitations on each of the alleged causes of action do not extend to the four year limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order violations do not provide a private right of action.

63. Plaintiff and class members are entitled to injunctive relief against Defendants, restitution, and other equitable relief to return all funds over which Plaintiff and class members have an ownership interest and to prevent future damage and the public interest under Business and Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest, attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

UNLAWFUL EMPLOYMENT CONDITION

Violation of Labor Code § 432.5

64. All outside paragraphs of this Complaint are incorporated into this section.

65. Defendants violated Labor Code section 432.5 with respect to Plaintiff and other aggrieved employees by requiring that they agree to an unlawful term or condition in writing during their employment.

66. Labor Code section 432.5 states that “[n]o employer, or agent, manager,

1 superintendent, or officer thereof, shall require any employee or applicant for employment to agree,
2 in writing, to any term or condition which is known by such employer, or agent, manager,
3 superintendent, or officer thereof to be prohibited by law.”

4 67. Defendants further violated Labor Code section 432.5 by requiring Plaintiff and the
5 aggrieved employees to agree to unlawful and overly restrictive non-solicitation clauses that applied
6 for a period of 1-year after their employment ended.

7 68. As a result, Plaintiff may recover civil penalties as an individual and on behalf of the
8 State of California and the aggrieved employees, up to the maximum amount allowed as set forth
9 under the Labor Code.

10 **EIGHTH CAUSE OF ACTION**

11 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

12 **Violation of Labor Code §§ 2698 *et seq.***

13 **(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)**

14 69. All outside paragraphs of this Complaint are incorporated into this section.

15 70. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
16 the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”),
17 codified as Labor Code section 2698 *et seq.*:

18 a. All current and former non-exempt employees who worked for Defendants in
19 California at any time from one year prior to the postmark date of the initial
20 PAGA notice through date of trial.

21 71. Plaintiff reserves the right to amend, supplement, or add to this description of the
22 aggrieved employees, according to proof.

23 72. The State of California, via the Labor and Workforce Development Agency
24 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
25 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
26 files suit is always the real party in interest.”])

27 73. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
28 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor

1 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
2 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
3 action brought by an aggrieved employee on behalf of the employee and other current or former
4 employees against whom a violation of the same provision was committed pursuant to the procedures
5 specified in Section 2699.3. “

6 74. Any allegations regarding violations of the IWC Wage Orders are enforceable as
7 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
8 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

9 75. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
10 penalties under the PAGA.

11 76. On or about **June 2, 2026**, Plaintiff paid the requisite PAGA filing fee and provided
12 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of
13 Defendants’ alleged Labor Code violations, including the facts and theories to support the alleged
14 violations.

15 77. A true and correct copy of Plaintiff’s written PAGA notice, entitled “Notice of Labor
16 Code Violations” is attached hereto as Exhibit 1 and incorporated by reference as though fully set
17 forth herein (the “PAGA notice”).

18 78. To date, neither Plaintiff nor Plaintiff’s counsel has received a response to Plaintiff’s
19 written PAGA notice from the LWDA.

20 79. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
21 Plaintiff nor Plaintiff’s counsel has received written notice by certified mail from any defendant
22 providing a description of any actions taken to cure the alleged violations.

23 80. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
24 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
25 the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all
26 prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

27 81. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this
28 Complaint, Defendants committed the following violations and are liable for all corresponding civil

penalties:

- a. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- b. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.
- c. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.
- d. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- e. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.
- f. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.
- g. ***Unlawful Employment Condition.*** Violation of Labor Code § 432.5.

82. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

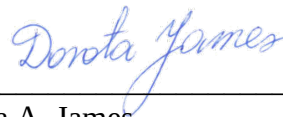
- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802, and

Code of Civil Procedure § 1021.5.

- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest;
- k. For this action to be maintained as a representative action under the PAGA;
- l. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- m. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and
- o. For such other relief the Court deems just and proper.

Dated: August 6, 2026

Ferraro Vega Employment Lawyers, Inc.



Dorota A. James

Attorneys for Plaintiff Mareza Cuevas

EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

June 2, 2026

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL

- Electronic Return Receipt -

Veteran Benefits Guide CA, LLC
2300 Boswell Rd. Ste 150
Chula Vista, CA 91914

- PAGA Notice & Filing Fee -

Submitted electronically to the Labor and
Workforce Development Agency

JoshCo Group, LLC
325 East Warm Springs Rd. Ste 201
Las Vegas, NV 89119

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **MAREZA CUEVAS** (“Plaintiff(s)”) and all other “covered employees” of the following “Defendant(s)”:

VETERAN BENEFITS GUIDE CA, LLC JOSHCO GROUP, LLC d.b.a. VETERAN BENEFITS GUIDE;

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23

Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants that this letter should also be considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Case Manager from about April 2022 to January 2026. During their employment, Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

All current and former non-exempt employees, including those misclassified as non-exempt, and exempt employees who worked for Defendants in the State of California during a one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "covered employees" and the "PAGA Period"). As defined, these covered current and former employees are "aggrieved employees" under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the "covered employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Overtime

Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders, with respect to the covered employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the covered employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Defendants failed to pay Plaintiff and other covered employees overtime compensation at the legally required “regular rate of pay.” Specifically, Defendants maintain a uniform policy or practice of miscalculating the regular rate of pay by utilizing a formula that fails to properly incorporate all non-discretionary wage remuneration, including bonuses, or otherwise pays overtime at a deficient rate.

An illustrative example of this violation is shown below:

Mareza R Cuevas					Earnings Statement		
Employee ID	157	Fed Taxable Income	1,200.00	Check Date	November 28, 2025	Voucher Number	17508
Location	Ops-S-NewOps2-	Fed Filing Status	S	Period Beginning	November 1, 2025	Net Pay	703.21
Hourly	\$26.25	State Filing Status	S-0	Period Ending	November 28, 2025	Total Hours Worked	0.00

Earnings	Rate	Hours	Amount	YTD	Deductions	Amount	YTD
401k Match		0.00	31.25	1,280.01	401k	50.00	2,047.96
Bonus		0.00	1,250.00	1,400.00	Dental Ins		70.84
EAP - Empl				33.66	Life Ins		227.94
ER Cost of				49.50	Long Term Disability		122.70
ER Cost of				5,093.90	Medical Ins		1,273.42
ER Cost of				74.12	Vision		24.54
ER Cost of				284.02	Deductions	50.00	3,767.40
Floating H				205.92	Direct Deposits	Type Account	Amount
Holiday				1,229.52	USAA FEDERAL SAVINGS BANK	C ***4233	703.21
Meal Premi				77.22	Total Direct Deposits		703.21
Overtime				694.64			
Regular				43,300.91	Available Plan Year		
Retro				22.24	Time Off to Use Used		
Retro OT				0.19	Annual	0.00	
Sick				1,434.86	Bereaveme	0.00	0.00
Vacation				2,832.69	FFCRA	0.00	0.00
Gross Earnings		0.00	1,250.00	51,198.19	FMLA	0.00	0.00
					Other	8.34	159.65

Extract from Plaintiff's wage statement dated 11/28/2025

Mareza R Cuevas					Earnings Statement		
Employee ID	157	Fed Taxable Income	1,920.35	Check Date	November 28, 2025	Voucher Number	17308
Location	Ops-S-NewOps2-	Fed Filing Status	S	Period Beginning	November 9, 2025	Net Pay	1,528.25
Hourly	\$26.25	State Filing Status	S-0	Period Ending	November 23, 2025	Total Hours Worked	69.1834

Earnings	Rate	Hours	Amount	YTD	Deductions	Amount	YTD
401k Match		0.00	51.68	1,248.76	401k	82.69	1,997.96
Bonus				150.00	Dental Ins	3.22	70.84
EAP - Empl		0.00	1.53	33.66	Life Ins	11.79	227.94
ER Cost of		0.00	2.25	49.50	Long Term Disability	12.27	122.70
ER Cost of		0.00	236.93	5,093.90	Medical Ins	59.23	1,273.42
ER Cost of		0.00	4.16	74.12	Vision	1.65	24.54
ER Cost of		0.00	12.91	284.02	Deductions	170.85	3,717.40
Floating H	25.74	8.00	205.92	205.92	Direct Deposits	Type Account	Amount
Holiday				1,229.52	USAA FEDERAL SAVINGS BANK	C ***4233	1,528.25
Meal Premi				77.22	Total Direct Deposits		1,528.25
Overtime	38.61	0.2501	9.66	694.64			
Regular	25.74	68.9333	1,774.34	43,300.91	Available Plan Year		
Retro				22.24	Time Off to Use Used		
Retro OT				0.19	Annual	0.00	
Sick				1,434.86	Bereaveme	0.00	0.00
Vacation	25.74	3.00	77.22	2,832.69	FFCRA	0.00	0.00
Gross Earnings		80.1834	2,067.14	49,948.19	FMLA	0.00	0.00
					Other	8.34	159.65

Extract from Plaintiff's wage statement dated 11/28/2025

Here, Defendant failed to include Plaintiff's non-discretionary bonus of \$1,250 in the regular rate of pay during the same pay period in which Plaintiff worked overtime. This additional payment should have been included in the regular rate of pay because it was a non-discretionary incentive bonus paid in response to meeting certain criteria earned in the same pay period she earned overtime. Instead of properly including all non-discretionary remuneration in the regular rate of pay, Defendants paid overtime at a straight rate of 1.5x multiple of Plaintiff's base rate rather than the increased rate inclusive of these payments.

Defendant unlawfully paid overtime to Plaintiff and the aggrieved employees at a 1.5x multiple of their straight hourly rate. For each overtime hour worked, Defendant should have paid overtime ***“at a rate no less than one and one-half times the regular rate of pay for an employee”*** as required by the plain language of Labor Code section 510(a) and the IWC Wage Orders. Defendant’s failure to pay overtime at the regular rate of pay was common to the covered employees. Defendant violated the Labor Code accordingly.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment **Violation of Labor Code §§ 204, 204b, 210**

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code sections 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices outlined in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment **Violation of Labor Code §§ 201, 202, 203, 256**

Defendants violated Labor Code sections 201, 202, and 203 with respect to the covered employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to covered employees during their employment as outlined in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements **Violation of Labor Code §§ 226, 226.3**

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the covered employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the covered employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and conceal the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unreimbursed Employee Expenses **Violation of Labor Code §§ 2802, 2804**

Defendants violated Labor Code section 2802 with respect to the covered employees by failing to reimburse the covered employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to “indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” See, e.g., *Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

Defendants required Plaintiff and the covered employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the covered employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice. Specifically, Plaintiff and the aggrieved employees were forced to use their home internet service to work from home and perform their regular job duties without reimbursement. Defendants failed to provide any form of reimbursement to Plaintiff and the aggrieved employees, let alone a reasonable percentage stipend covering home utility infrastructure as required under California law, while they worked from home and performed necessary assignments within the scope of their employment. As a result, Defendants failed to indemnify Plaintiff and the aggrieved employees for their mandatory work expenses. This practice was common amongst all aggrieved employees.

Thus, in direct consequence of their job duties, Plaintiff and the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, and costs as a matter of policy and practice. To the extent Defendants reimbursed Plaintiff and the aggrieved employees, those amounts were underpaid. At all times, Defendants were required to comply with the reimbursement mandate of Labor Code sections 2800 and 2802.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other covered employees.

Labor Code section 1174 requires that employers maintain accurate “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.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices outlined in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unlawful Employment Condition
Violation of Labor Code § 432.5

Defendants violated Labor Code section 432.5 with respect to Plaintiff and other covered employees by requiring that they agree to an unlawful term or condition in writing during their employment.

Labor Code section 432.5 states that “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.”

Non-competition agreements are illegal under California law. Business and Professions Code 16600 provides that “every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void.” Defendants required that Plaintiff and the covered employees sign “Proprietary Information, Non-Disclosure, and Invention Assignment Agreements” as a mandatory condition of employment. Specifically, Defendants forced Plaintiff and the aggrieved employees to agree to an “Unfair Competition” clause that conceals an overly broad non-competition requirement, restricting their ability to accept certain work on behalf of themselves or other employers by “any other means that would amount to unfair competition to solicit any of the Company’s customers...or other otherwise interfere with any business relationship...” without any defined expiration. As such, Defendants violated California Labor Code section 432.5 by requiring that Plaintiff and the covered employees sign non-competition agreements prohibited by California law.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys’ Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other covered employees and the State of California. Plaintiff continues to incur attorneys’ fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants’ written employment and payroll policies and handbooks; the covered employees’ personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

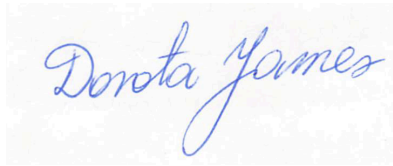
If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,



Dorota A. James

CY

Cc Plaintiff Mareza Cuevas
HR Representative, Jordana Andrada - jandrada@vbg.com
HR Representative, Nicole Calix Coy ncoy@vbg.com