

BRADLEY/GROMBACHER, LLP

Marcus Bradley, Esq. (SBN 174156)
Kiley Grombacher, Esq. (SBN 245960)
31355 Oak Crest Drive, Suite 210
Westlake Village, CA 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
Email: mbradley@bradleygrombacher.com
Email: kgrombacher@bradleygrombacher.com

Attorneys for Plaintiff EMMITT FAGAN, on behalf
of himself and others similarly situated

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

EMMITT FAGAN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

APEX COMPANIES LLC, a Maryland
limited liability company; and DOES 1 to
10, inclusive,

Defendants.

CASE NO.

CLASS ACTION COMPLAINT FOR:

- 1) Failure to Provide Compliant Meal Periods in Violation of Labor Code §§ 226.7, 512, 516, and 1198;**
- 2) Failure to Provide Compliant Rest Periods in Violation of Labor Code §§ 226.7, 516, and 1198;**
- 3) Failure to Pay All Wages Owed at Termination in Violation of Labor Code §§ 201–203;**
- 4) Failure to Furnish Accurate, Itemized Wage Statements in Violation of Labor Code § 226(a), including §§ 226(a)(2) and 226(a)(9), and Failure to Maintain Accurate Records in Violation of Labor Code § 1174.5;**
- 5) Failure to Reimburse for Necessary Business Expenses in Violation of Labor Code § 2802;**
- 6) Violations of Business & Professions Code § 17200 et seq.; and,**
- 7) Violations of the Private Attorneys General Act, Labor Code §§ 2698 et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff, EMMITT FAGAN (hereinafter “Plaintiff”) hereby submits this Complaint against
2 Defendant APEX COMPANIES LLC, a Maryland limited liability company; and DOES 1 to 10,
3 inclusive (hereinafter referred to collectively as “Defendant”), on behalf of himself and the class of
4 all other similarly situated current and former employees of Defendant as follows:

5 **NATURE OF THE CASE**

6 1. This is a class action brought pursuant to California Code of Civil Procedure § 382,
7 challenging Defendant’s systemic illegal employment practices resulting in violations of California
8 Labor Code §§ 201–203, 226(a), 226.7, 512, 516, 1174.5, 1198, 2699 et seq., and 2802, California
9 Business & Professions Code § 17200, et seq. (“Unfair Competition Law”), and the applicable
10 Industrial Welfare Commission (“IWC”) Wage Orders.

11 2. Plaintiff seeks relief on behalf of himself and members of the Plaintiff Class as a
12 result of employment policies, practices, and procedures more specifically described below, which
13 violate the California Labor Code and the applicable IWC wage orders, and which have resulted in
14 the failure of Defendant to pay Plaintiff and members of the Plaintiff Class all wages due to them.
15 Said policies and practices are generally described as follows:

- 16 • Failure to Provide Employees with Compliant Meal Periods;
- 17 • Failure to Provide Employees with Compliant Rest Periods;
- 18 • Failure to Pay All Wages Owed at Termination;
- 19 • Failure to Provide Employees with Accurate, Itemized Wage Statements and Failure
20 to Maintain Accurate Records;
- 21 • Failure to Reimburse Employees for Necessary Business Expenses; and,
- 22 • Unfair and unlawful business practices in violation of Business & Professions Code
23 § 17200.

24 3. At all times relevant herein, on information and belief, Defendant Apex Companies
25 LLC owns, manages, and/or operates an environmental services and compliance business with
26 operations throughout California, including in the greater Sacramento area, at which Plaintiff was
27 employed. Defendant employs a non-exempt hourly workforce in various positions, including
28 CSW Compliance Technicians and other field and support staff.

4. Defendant has maintained practices which have failed and continue to fail to pay Plaintiff and other non-exempt employees all wages. Specifically, Defendant routinely failed to provide Plaintiff and other non-exempt employees with compliant meal periods, including failing to provide a first meal period before the fifth hour of work and failing to provide a second meal period for shifts exceeding ten (10) hours. Further, Defendant engaged in a practice of causing employees to record meal breaks in its timekeeping system when compliant off-duty meal periods were not in fact provided.

5. Furthermore, Defendant failed to authorize and permit Plaintiff and other non-exempt employees to take all required rest periods as mandated under California law.

6. Defendant further required Plaintiff and other non-exempt employees to maintain, clean, and upkeep personal protective equipment (“PPE”) used in the performance of field duties, without providing any reimbursement for the costs incurred in doing so.

7. As a result of the foregoing violations, Defendant has also failed to pay all wages owed at the time of separation of employment, failed to provide accurate wage statements, and failed to maintain accurate payroll records.

8. Plaintiff brings the claims herein as a class action on behalf of himself and other similarly situated individuals who have worked for Defendant in California, at any time from four (4) years prior to the filing of this Complaint through the resolution of this action, pursuant to California Labor Code §§ 201–203, 226(a), 226.7, 512, 516, 1174.5, 1198, 2699 et seq., and 2802, and under Business & Professions Code §§ 17200–17208.

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant has engaged in a system of willful violations of the California Labor Code and applicable IWC wage orders by creating and maintaining policies, practices, and customs that knowingly deny employees the above-stated rights and benefits.

PARTIES

10. Plaintiff, Emmitt Fagan, is an individual over the age of eighteen (18) and is now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State of California, residing at [REDACTED], in the County of

1 [REDACTED] During the relevant time period, Plaintiff worked for Defendant as a non-exempt
2 hourly CSW Compliance Technician in California. Plaintiff was employed by Defendant from
3 approximately February 12, 2024, through approximately June 11, 2025. Plaintiff's base hourly
4 rate was \$21.00 per hour.

5 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant Apex
6 Companies LLC is a limited liability company organized and existing under the laws of the State of
7 Maryland, with its principal place of business located at 2101 Gaither Road, Suite 500, Rockville,
8 Maryland 20850, and at all times relevant hereto has been authorized to do and has been actively
9 doing business in the State of California.

10 12. Plaintiff does not know the true names or capacities of the Defendants sued herein
11 as DOES 1 to 10, inclusive, and for that reason, said Defendants are sued under fictitious names.
12 Plaintiff prays for leave to amend this Complaint when the true names and capacities are known.

13 13. At all times herein mentioned, each Defendant named herein was the agent, servant,
14 and/or employee of each of the other Defendants, and in doing the things alleged herein, was acting
15 within the course and scope of such agency, servitude, or employment and with the permission and
16 consent of each of the other Defendants.

17 14. The Members of the Classes, including the representative Plaintiff named herein,
18 have been employed during the Class Period in California. The practices and policies which are
19 complained of by way of this Complaint are enforced throughout Defendant's California
20 operations.

21 **JURISDICTION AND VENUE**

22 15. The Court has jurisdiction over this class action pursuant to Article 6, Section 10 of
23 the California Constitution and Code of Civil Procedure § 410.10.

24 16. Additionally, this Court has jurisdiction over Plaintiff's and the Class's claims for
25 injunctive relief, including restitution of earned wages, arising from Defendant's unfair
26 competition under Business & Professions Code §§ 17203 and 17204.

27 17. The Court has jurisdiction over Defendant because it is authorized to do business in
28 the State of California and is registered with the California Secretary of State. Defendant does

1 sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally
2 avails itself of the California market, to render the exercise of jurisdiction over Defendant by the
3 California court consistent with traditional notions of fair play and substantial justice.

4 18. Venue is proper in Sacramento County because Plaintiff resided in Sacramento
5 County during his employment, Defendant employed Plaintiff and Class Members in this county,
6 and a substantial part of the acts giving rise to this litigation occurred in this county.

7 **FACTUAL ALLEGATIONS**

8 19. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

9 **Background**

10 20. Apex Companies LLC is an environmental services company that operates
11 throughout California. Defendant managed, supervised, and controlled the day-to-day operations of
12 its California operations, including all personnel, scheduling, timekeeping, and wage payment
13 practices applicable to Plaintiff and members of the Class. At all times relevant herein, Plaintiff's
14 wage statements identified Apex Companies LLC as the employer of record.

15 **Defendant's Failure to Provide Compliant Meal Periods**

16 21. Plaintiff is informed and believes, and based thereon alleges, that as a matter of
17 policy and/or practice, Defendant routinely failed to provide Plaintiff and the members of the
18 Plaintiff Class with timely, off-duty, uninterrupted meal periods of not less than thirty (30)
19 minutes. Plaintiff regularly worked shifts in excess of ten (10) and twelve (12) hours. California
20 law requires employers to provide a second meal period for shifts exceeding ten (10) hours.
21 Defendant routinely failed to provide compliant first and/or second meal periods for shifts of
22 sufficient length.

23 22. Defendant further engaged in a systematic practice of falsifying meal period records
24 by requiring employees, including Plaintiff, to record in Employer's timekeeping system that a
25 meal break was taken, when in fact no genuine off-duty, uninterrupted meal period had been
26 provided. This practice prevented aggrieved employees from receiving meal period premium
27 payments owed to them and concealed Defendant's violations.

28 23. Throughout the Class Period, Defendant regularly: (a) failed to provide Plaintiff and

1 the Class with a first meal period of not less than thirty (30) minutes before working more than five
2 (5) hours; (b) failed to provide a second meal period of not less than thirty (30) minutes before
3 working more than ten (10) hours per day; (c) failed to pay one hour of pay at the regular rate of
4 compensation for each workday that a meal period was not provided; and (d) failed to accurately
5 record all meal periods.

6 24. The mere existence of a facially lawful meal period policy is unavailing if there are
7 practical constraints and pressures on employees to perform their duties in ways that omit or curtail
8 breaks. See *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040. In *Augustus v.*
9 *ABM Security Services, Inc.* (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that
10 required meal and rest periods must be “off-duty,” meaning employees must be relieved of “all
11 work-related duties” and “free from employer control.” Employers must pay premiums at the
12 employee’s “regular rate of pay.” *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858.

13 25. Defendant knew or should have known that its policies and/or practices caused
14 Plaintiff and members of the Class not to receive compliant meal periods. Accordingly, Defendant
15 failed to provide all meal periods in violation of Labor Code §§ 226.7, 512(a), 516, and 1198.

16 Defendant’s Failure to Provide Compliant Rest Periods

17 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant
18 routinely failed to authorize and permit Plaintiff and the members of the Plaintiff Class to take all
19 required rest periods. Throughout his employment, Plaintiff did not always receive rest breaks to
20 which he was entitled. On many occasions, Plaintiff’s rest breaks were either not provided at all,
21 were cut short, or were otherwise not compliant with California law.

22 27. Throughout the Class Period, Defendant regularly: (a) failed to authorize and permit
23 paid rest periods of ten (10) net minutes for each four (4) hours of work or major fraction thereof;
24 and (b) failed to pay one (1) hour of pay at the regular rate of compensation for each workday that
25 a compliant rest period was not authorized and permitted.

26 28. Defendant engaged in a company-wide practice of not paying rest period premiums
27 owed when compliant rest periods are not authorized and permitted. Because of this practice,
28 Plaintiff and members of the Class have not received premium pay for all non-compliant rest

1 periods.

2 Defendant's Failure to Pay All Wages Due at Termination

3 29. California Labor Code § 201 requires an employer that discharges an employee to
4 pay all compensation due immediately upon discharge. Labor Code § 202 requires payment within
5 seventy-two (72) hours if the employee quits. Labor Code § 203 provides for waiting time penalties
6 of up to thirty (30) workdays if an employer willfully fails to timely pay final wages.

7 30. Plaintiff Fagan's employment with Defendant was terminated effective June 11,
8 2025. Defendant willfully and knowingly failed to pay Plaintiff and the members of the Terminated
9 Sub-Class upon separation all accrued compensation, including unpaid meal period premiums and
10 rest period premiums for the violations described herein.

11 31. On information and belief, Defendant has a company-wide practice or policy of
12 failing to pay all accrued wages to departing employees and does not adhere to the time
13 requirements set forth in Labor Code §§ 201 and 202.

14 Defendant's Failure to Provide Compliant Wage Statements

15 32. During the relevant time period, Defendant has knowingly and intentionally
16 provided Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage
17 statements. Specifically, Defendant's wage statements failed to list the total hours worked by
18 Plaintiff and Class Members during each pay period, as required by Labor Code § 226(a)(2).
19 Furthermore, because Plaintiff and Class Members were paid at multiple hourly rates—including
20 regular, overtime, and double-time rates—Defendant's wage statements also failed to list all
21 applicable hourly rates in effect during each pay period and the corresponding number of hours
22 worked at each rate, as required by Labor Code § 226(a)(9). In addition, because Defendant failed
23 to record and pay all meal and rest period premiums owed, Defendant's wage statements also failed
24 to accurately reflect: all hours actually worked; gross wages earned; and net wages earned.

25 33. California Labor Code § 226(e) provides that if an employer fails to provide
26 properly itemized wage statements, the employee is entitled to recover the greater of all actual
27 damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for
28 each violation in a subsequent pay period, not to exceed \$4,000.

1 34. As a result of not having kept accurate records, Plaintiff and members of the
2 Plaintiff Class suffered injuries in the form of confusion over whether they received all wages
3 owed to them, and difficulty and expense in reconstructing pay records.

4 Defendant's Failure to Reimburse for Necessary Business Expenses

5 35. California Labor Code § 2802 requires an employer to indemnify its employees for
6 all necessary expenditures or losses incurred by the employee in direct consequence of the
7 discharge of their duties, or of their obedience to the directions of the employer. Throughout his
8 employment, Plaintiff was required by Defendant to maintain, clean, and upkeep his personal
9 protective equipment ("PPE") gear used in the performance of his duties as a CSW Compliance
10 Technician. This included regular cleaning, decontamination, and maintenance of PPE required for
11 field operations. Defendant mandated the use and upkeep of this equipment but failed to provide
12 Plaintiff with reimbursement for any costs incurred.

13 36. On information and belief, Defendant has a company-wide practice or policy of
14 requiring non-exempt field employees to maintain and clean their PPE at their own expense
15 without reimbursement, in violation of Labor Code § 2802.

16 Facts Regarding Willfulness

17 37. Plaintiff is informed and believes, and based thereon alleges, that Defendant is and
18 was advised by skilled lawyers, other professionals, and advisors with knowledge of the
19 requirements of California wage and hour laws, and that at all relevant times, Defendant knew or
20 should have known that the Plaintiff Class Members were entitled to receive meal and rest period
21 premiums, accurate itemized wage statements including total hours worked, all wages owed upon
22 separation, and reimbursement for necessary business expenses.

23 Plaintiff's Exhaustion of Administrative Remedies

24 38. Plaintiff is currently complying with the procedures for bringing suit specified in
25 Labor Code § 2699.3.

26 39. By letter dated June 8, 2026, required notice was provided to the Labor and
27 Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the
28 California Labor Code alleged to have been violated, including the facts and theories to support the

1 alleged violations.

2 40. This Complaint will be amended when more than sixty-five (65) days have passed
3 since the date the notice was mailed to Defendant and the LWDA, if the LWDA chooses not to
4 investigate the allegations herein.

5 **CLASS ACTION ALLEGATIONS**

6 41. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

7 42. Pursuant to Code of Civil Procedure § 382, this action is brought and may be
8 properly maintained as a class action. This action satisfies the ascertainability, numerosity,
9 commonality, typicality, adequacy, predominance, and superiority requirements of those
10 provisions.

11 43. Plaintiff Class: All persons who have been, or currently are, employed by Defendant
12 and who held, or hold, job positions which Defendant has classified as non-exempt employees in
13 the State of California, at any time since four (4) years prior to filing this action through the date
14 judgment is rendered in this action.

15 44. Terminated Sub-Class: All members of the Plaintiff Class whose employment ended
16 during the Class Period. (Collectively, "Plaintiff Class" or "Class Members").

17 45. Numerosity: During the class period, numerous Class Members have been
18 employed by Defendant as non-exempt employees in the State of California. The members of the
19 Plaintiff Class are so numerous that joinder of all members is impossible and/or impracticable.

20 46. Common Questions of Law and/or Fact: Common questions of law and fact exist as
21 to all members of the Plaintiff Class and predominate over any questions affecting solely individual
22 members, including whether Defendant had a standard policy of not providing compliant meal and
23 rest periods; whether Defendant engaged in a practice of falsifying meal break records; whether
24 Defendant's wage statements failed to list total hours worked; whether Defendant required
25 employees to maintain PPE without reimbursement; whether Defendant failed to pay final wages
26 upon separation; and whether Defendant's conduct violates Business & Professions Code § 17200
27 et seq.

28 47. Typicality: The claims of the named Plaintiff are typical of the claims of the

1 members of the Plaintiff Class. Defendant's common course of conduct has caused Plaintiff and
2 the proposed Class to sustain the same or similar injuries and damages.

3 48. Adequacy of Representation: Plaintiff is an adequate representative of the proposed
4 Class because he is a member of the class and his interests do not conflict with the interests of the
5 members he seeks to represent. Plaintiff has retained competent counsel, experienced in the
6 prosecution of complex class actions.

7 49. Superiority of Class Action: A class action is superior to other available methods for
8 the fair and efficient adjudication of this litigation since individual litigation of the claims of all
9 Class Members is impracticable.

10 **FIRST CAUSE OF ACTION**

11 **Failure to Provide Compliant Meal Periods**

12 **Labor Code §§ 226.7, 512, 516, 1198, and Applicable IWC Wage Orders**

13 **(By Plaintiff and Members of the Putative Class Against Defendant)**

14 50. Plaintiff hereby incorporates by reference each and every one of the allegations
15 contained in the preceding paragraphs as if the same were fully set forth herein.

16 51. Plaintiff and the Class Members regularly worked more than five (5) hours per shift
17 and were entitled to a meal period of not less than thirty (30) minutes without duty. Plaintiff and
18 Class Members who worked more than ten (10) hours per shift were entitled to a second meal
19 period of not less than thirty (30) minutes.

20 52. Nevertheless, Defendant routinely failed to provide Plaintiff and the members of the
21 Class with compliant meal periods. Defendant further engaged in a practice of causing employees
22 to record meal breaks as taken in Employer's timekeeping system when no genuine off-duty meal
23 period had been provided, preventing the issuance of meal period premium payments.

24 53. Thus, Defendant failed to provide Plaintiff and the members of the Class with
25 compliant meal periods required by Labor Code §§ 226.7, 512, 516, and the applicable IWC wage
26 order, and categorically failed to pay any and all meal period premiums due. Employers must pay
27 premium payments at the employee's "regular rate of pay." *Ferra v. Loews Hollywood Hotel, LLC*
28 (2021) 11 Cal.5th 858.

54. Plaintiff and Class Members seek damages pursuant to Labor Code § 226.7(b) in the amount of one additional hour of pay at the regular rate for each work day that a compliant meal period was not provided, the cumulative sum of which is to be determined at trial. Plaintiff and members of the Class are entitled to civil penalties, attorney's fees, costs, and interest thereon.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

Labor Code §§ 226.7, 516, 1198, and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

55. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

56. Labor Code §§ 226.7, 516, and 1198, and the applicable IWC wage order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a rest period is not provided. The applicable IWC wage order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

57. Plaintiff and Class Members were entitled to a paid rest period of not less than ten (10) net minutes without duty for each and every four (4) hours or major fraction thereof worked during the workday.

58. Nevertheless, Defendant routinely failed to authorize and permit Plaintiff and the members of the Plaintiff Class to take such paid rest periods without duty.

59. Thus, Defendant failed to provide Plaintiff and Class Members with compliant rest periods as required by Labor Code §§ 226.7, 516, and 1198, and categorically failed to pay any and all rest period premiums due. Plaintiff and Class Members seek one additional hour of pay at the regular rate for each work day that a compliant rest period was not authorized and permitted, plus interest, attorneys' fees, expenses, and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Wages at Time of Termination**

3 **Labor Code §§ 201–203 and Applicable IWC Wage Orders**

4 **(By Plaintiff and Members of the Terminated Sub-Class Against Defendant)**

5 60. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
6 forth herein.

7 61. At all times relevant herein, Defendant was required to pay its employees all wages
8 owed in a timely fashion during and at the end of their employment, pursuant to Labor Code §§
9 201–203.

10 62. As a pattern and practice, Defendant regularly failed to pay Plaintiff and the
11 members of the Terminated Sub-Class their final wages pursuant to Labor Code §§ 201–203,
12 including all unpaid meal period premiums and rest period premiums for violations described
13 herein, and accordingly owe waiting time penalties pursuant to Labor Code § 203.

14 63. On information and belief, Defendant has a company-wide practice or policy of
15 failing to pay all accrued wages to departing employees and does not adhere to the time
16 requirements set forth in Labor Code §§ 201 and 202. Plaintiff and members of the Terminated
17 Sub-Class are entitled to recover waiting time penalties of up to thirty (30) days, civil penalties,
18 attorney’s fees, costs, and interest thereon.

19 **FOURTH CAUSE OF ACTION**

20 **Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records**

21 **Labor Code §§ 226, 1174.5, and Applicable IWC Wage Orders**

22 **(By Plaintiff and Members of the Putative Class Against Defendant)**

23 64. Plaintiff hereby incorporates by reference each and every one of the allegations
24 contained in the preceding paragraphs as if the same were fully set forth herein.

25 65. California Labor Code § 226(a) and the applicable IWC wage order require
26 employers to furnish each employee with a statement itemizing, among other things: the total hours
27 worked by the employee during each pay period (§ 226(a)(2)); all applicable hourly rates in effect
28 during the pay period and the corresponding number of hours worked at each hourly rate (§

226(a)(9)); and gross and net wages earned. These statements must be provided on a semi-monthly basis or at the time of each payment of wages.

66. Defendant knowingly and intentionally failed to furnish Plaintiff and the members of the Classes with timely, itemized statements in compliance with Labor Code § 226(a). Specifically, Defendant's wage statements failed to list the total hours worked by Plaintiff and Class Members during each pay period, in violation of Labor Code § 226(a)(2). Furthermore, because Plaintiff and Class Members were paid at multiple hourly rates—including regular, overtime, and double-time rates—Defendant's wage statements failed to list all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each rate, in violation of Labor Code § 226(a)(9). In addition, because Defendant failed to pay all meal and rest period premiums owed, Defendant's wage statements also failed to accurately reflect the correct gross wages earned and net wages earned.

67. Plaintiff is informed and believes, and thereon alleges, that Defendant did not maintain accurate business records pertaining to the total hours worked for Defendant by Plaintiff and the members of the Classes as required under Labor Code § 1174.5.

68. As a result of not having kept accurate records, Plaintiff and members of the Plaintiff Class suffered injuries in the form of confusion over whether they received all wages owed to them, and difficulty and expense in reconstructing pay records. Plaintiff and the Class seek damages and penalties pursuant to Labor Code § 226(e), as well as preliminary and permanent injunctive relief and reasonable attorneys' fees and costs pursuant to Labor Code § 226(h).

FIFTH CAUSE OF ACTION

Failure to Reimburse for Necessary Business Expenses

Labor Code § 2802

(By Plaintiff and Members of the Putative Class Against Defendant)

69. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

70. California Labor Code § 2802 requires an employer to indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the

1 discharge of their duties, or of their obedience to the directions of the employer.

2 71. Throughout his employment, Plaintiff was required by Defendant to maintain, clean,
3 and upkeep his PPE gear used in the performance of his duties as a CSW Compliance Technician,
4 including regular cleaning, decontamination, and maintenance for field operations. Defendant
5 mandated the use and upkeep of this equipment as a condition of employment but failed to provide
6 any reimbursement for the costs Plaintiff incurred.

7 72. On information and belief, Defendant has a company-wide practice or policy of
8 requiring non-exempt field employees to clean and maintain PPE at their own expense without
9 reimbursement, in violation of Labor Code § 2802. Plaintiff and Class Members seek
10 reimbursement for all unreimbursed business expenses, plus interest, attorneys' fees, costs, and
11 civil penalties.

12 **SIXTH CAUSE OF ACTION**

13 **Violations of Business & Professions Code § 17200 et seq.**

14 **(By Plaintiff and the Members of the Plaintiff Class Against Defendant)**

15 73. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
16 forth herein.

17 74. Business & Professions Code § 17200 defines unfair competition to include
18 “unlawful, unfair or fraudulent business practices.” Plaintiff and all proposed Class Members are
19 “persons” within the meaning of Business & Professions Code § 17204, who have suffered injury
20 in fact and have lost money or property as a result of Defendant’s unfair competition.

21 75. Defendant has been committing, and continues to commit, acts of unfair
22 competition by engaging in the unlawful, unfair, and fraudulent business practices and acts
23 described in this Complaint, including violations of Labor Code §§ 226.7, 512, 516, and 1198;
24 violations of Labor Code §§ 226.7, 516, and 1198; violations of Labor Code §§ 201–203;
25 violations of Labor Code §§ 226(a), 226(a)(2), 226(a)(9), and 1174.5; and violations of Labor Code
26 § 2802.

27 76. Plaintiff seeks a court order enjoining Defendant from the unlawful activity alleged
28 herein, an audit and accounting of payroll records to determine the amount of restitution owed, and

1 restitution of all unpaid wages, attorneys' fees, and costs pursuant to Code of Civil Procedure §
2 1021.5.

3
4 **SEVENTH CAUSE OF ACTION**

5 **Violation of Private Attorneys General Act**

6 **Labor Code §§ 2698 et seq.**

7 **(By Plaintiff, as an Aggrieved Employee, Against Defendant)**

8 77. Plaintiff hereby incorporates by reference each and every one of the allegations
9 contained in the preceding paragraphs as if the same were fully set forth herein.

10 78. Plaintiff is currently complying with the procedures for bringing suit specified in
11 Labor Code § 2699.3. By letter dated June 5, 2026, required notice was provided to the LWDA and
12 to Defendant of the specific provisions of the California Labor Code alleged to have been violated,
13 including the facts and theories to support the alleged violations. This Complaint will be amended
14 when more than sixty-five (65) days have passed since the date the notice was mailed to Defendant
15 and the LWDA, if the LWDA chooses not to investigate the allegations herein.

16 79. For each of the Labor Code violations described herein, Plaintiff seeks civil
17 penalties on behalf of himself and all other aggrieved employees pursuant to Labor Code § 2699.
18 Seventy-five percent (75%) of any civil penalties recovered shall be allocated to the LWDA, and
19 twenty-five percent (25%) shall be distributed to aggrieved employees.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff and the Class Members pray for judgment as follows:

- 22 1. For an order certifying the proposed Plaintiff Class and Terminated Sub-Class;
23 2. For an order that counsel for Plaintiff be appointed class counsel;
24 3. Designation of Plaintiff as the class representative of the Plaintiff Class and
25 Terminated Sub-Class;
26 4. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class
27 and disgorgement of all profits from the unlawful business practices of Defendant;
28 5. Prejudgment and post-judgment interest on all sums awarded;

- 1 6. For compensatory damages;
- 2 7. For penalties and reimbursement pursuant to Labor Code §§ 201–203, 226, 226.7,
- 3 2699, subdivision (f)(2), and 2802;
- 4 8. For interest accrued to date;
- 5 9. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226 and
- 6 1194;
- 7 10. For reasonable attorneys’ fees pursuant to Labor Code § 226 and Code of Civil
- 8 Procedure § 1021.5, and/or other applicable law; and,
- 9 11. A declaratory judgment that Defendant has knowingly and intentionally violated:
- 10 California Labor Code §§ 226.7, 512, 516, and 1198 (meal periods); California Labor Code §§
- 11 226.7, 516, and 1198 (rest periods); California Labor Code §§ 201–203 (final wages); California
- 12 Labor Code §§ 226(a), 226(a)(2), 226(a)(9), and 1174.5 (wage statements); California Labor Code
- 13 § 2802 (business expense reimbursement); and Business & Professions Code §§ 17200–08.
- 14 12. For all such other and further relief that the Court may deem just and proper.
- 15

16 DATED: June 8, 2026

BRADLEY/GROMBACHER, LLP

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18 By: /s/ Marcus J. Bradley

19 Marcus Bradley, Esq.
20 Kiley Grombacher, Esq.
21 Attorneys for Plaintiff and all others
22 similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff hereby demand trial of Plaintiff’s and the Class Members’ claims by jury to the extent authorized by law.

DATED: June 8, 2026 **BRADLEY/GROMBACHER, LLP**

By: /s/ Marcus J. Bradley
Marcus Bradley, Esq.
Kiley Grombacher, Esq.
Attorneys for Plaintiff and all others
similarly situated