Electronically FILED by
Superior Court of California,
County of Los Angeles
11/05/2026 9:14 AM
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Executive Officer/Clerk of Court,
By E. Davis, Deputy Clerk

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Attorneys for Plaintiff ROBERT CLIFTON POSEY, individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

ROBERT CLIFTON POSEY, individually and on behalf of all others similarly situated,

Plaintiff,

v.

CLOUD RECRUITER, LLC AND SOCIALLY ORIENTED UNITED LIVING, INC., DBA SOUL HOUSING AND SOUL HOUSING RECUPERATIVE CARE, ; and DOES 1 through 100,

Defendant(s).

Case No. 26STCV23790

FIRST AMENDED CLASS ACTION COMPLAINT

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Failure to Pay for All Hours Worked**
4. **Failure to Pay All Overtime Owed**
5. **Failure to Pay Reporting-Time Pay**
6. **Failure to Reimburse Work-Related Expenses**
7. **Wage Statement Penalties**
8. **Waiting Time Penalties**
9. **Violation of Unfair Competition Law**
10. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Robert Clifton Posey ("Plaintiff") is an adult resident of Los Angeles County, California, and was at all times relevant residing in Los Angeles County, California.

2. Defendant Cloud Recruiter LLC ("Cloud Recruiter") is a California limited liability company with its principal place of business located in Los Angeles County, California. Cloud

Recruiter is registered to and does conduct business in the State of California and is subject to the laws of the State of California. Plaintiff is informed and believes, and thereon alleges, that Cloud Recruiter assumed management of Plaintiff's employment after Ceryx Management LLC, and managed Plaintiff's employment at the time of his termination. All acts and omissions of Cloud Recruiter's employees as alleged herein occurred while they were acting within the course and scope of their employment.

3. Defendant Socially Oriented United Living, Inc., dba Soul Housing and Soul Housing Recuperative Care ("Soul Housing") is a California corporation with its principal place of business located in Los Angeles County, California. Plaintiff worked at Soul Housing's worksite located at the Mount Carmel Recreation Center in Los Angeles County, California. Soul Housing was Plaintiff's worksite employer. All acts and omissions of Soul Housing's employees as alleged herein occurred while they were acting within the course and scope of their employment.

4. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as "Defendants".

JURISDICTION AND VENUE

5. This action is properly filed in Los Angeles County because the acts and omissions that give rise to Plaintiff's claims took place in Los Angeles County, and Defendants transact substantial business in this County.

6. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from such conduct within Los Angeles County, California.

FACTUAL ALLEGATIONS

7. At all times relevant, Plaintiff was Defendants' employee.

8. Plaintiff was employed by Defendants as a non-exempt, hourly Care Monitor from approximately December 2025 until April 22, 2026. Plaintiff was initially onboarded, hired, and managed by Ceryx Management, LLC, and management of his employment was subsequently transferred to Cloud Recruiter, which managed his employment at the time of his termination. Throughout his employment, Plaintiff worked at Soul Housing's worksite located at the Mount Carmel Recreation Center, 830 W 70th St., Los Angeles, CA 90044.

9. Plaintiff was paid an hourly rate of $19.00, was paid on a bi-weekly basis, and typically worked eight-hour shifts. Plaintiff's job duties included intake and outtake of participants, feeding participants, monitoring participants, ensuring participants took their medication, ensuring participants followed the rules, and cleaning.

10. Defendants failed to provide Plaintiff and the Class with compliant meal breaks because Defendants regularly failed to provide Plaintiff and the Class with uninterrupted meal periods as required by California law. During his eight-hour shifts, Plaintiff's unpaid 30-minute meal periods were interrupted approximately three times per week because participants required assistance, and Plaintiff sometimes remained the only employee available and could not refuse the participants' requests. Despite not being provided with compliant meal breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's and the Class' regular rate of pay.

11. Defendant failed to provide Plaintiff and the Class with compliant rest breaks because Defendants regularly failed to relieve Plaintiff and the Class of all duty during rest periods as required by California law. Plaintiff did not receive two duty-free ten-minute rest periods during his eight-hour shifts because he remained responsible for participants and was routinely interrupted. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

12. Defendants failed to pay Plaintiff and the Class for all hours worked, including but not limited to time Plaintiff performed participant-related work while clocked out for unpaid meal periods, such as responding to participant requests and providing coverage when he was the only

employee available. Plaintiff was subject to the control of Defendants while off-the-clock and therefore did not receive minimum wage for each hour worked.

13. Defendants failed to pay Plaintiff and the Class all overtime owed. As a result of the off-the-clock work described herein, Plaintiff worked hours in excess of eight hours in a day and/or 40 hours in a week that entitled him to overtime compensation under the law, but he was not fully compensated for those hours.

14. Defendants failed to reimburse Plaintiff and the Class for all work-related expenses because Plaintiff was required to purchase scrubs in order to perform their work duties, but Defendants did not reimburse Plaintiff for these expenses. On January 16, 2026, Plaintiff paid $136.02 for the required scrubs, and Defendants did not reimburse Plaintiff for this expense.

15. Defendants failed to provide Plaintiff and the Class with accurate wage statements because the wage statements issued to Plaintiff and the Class did not accurately list total wages owed and hours worked, among other things.

16. On the date of his termination, Plaintiff was instructed to report to the HUB, Defendants' main office, at 10:00 a.m. for a meeting. Plaintiff appeared as directed at 10:00 a.m., but was terminated without being furnished work and without being paid reporting-time pay.

17. Although Defendants provided Plaintiff with a final paycheck, that paycheck omitted meal and rest period premiums, reporting-time pay, and compensation for unpaid meal-period work, among other things.

18. Due to Defendants' failure to pay all wages due to Plaintiff and the Class during their employment, Defendants failed to pay all wages due at the conclusion of Plaintiff's and the Waiting Time Subclass' employment as well. Therefore, Defendants are liable to Plaintiff and the Waiting Time Subclass for waiting time penalties.

CLASS ACTION ALLEGATIONS

19. The class is defined as the following: "All non-exempt employees who worked for Defendants in California from four years prior to filing the case to the date of certification or judgment, whichever is earlier."

20. The Waiting Time Subclass is defined as "all former non-exempt employees of Defendants who have worked in California during the Class Period and who are no longer employed by Defendants."

21. There is a well-defined community of interest in the litigation and the proposed class is ascertainable from Defendants' employment records.

a. Numerosity: The members of the class as defined are so numerous that joinder of all class members is impracticable.

b. Commonality: This action involves common questions of law and fact to the class because the action focuses on Defendants' course of conduct with respect to violating the Labor Code and IWC Wage Orders.

c. Typicality: Plaintiff's claims are typical of the claims of the class. Plaintiff was subjected to the same violations and seeks the same types of damages, restitution, and other relief on the same as those of the members of the class.

d. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the interests of the class. Plaintiff understand the obligations as a class representative and is willing and able to fulfill them. Plaintiff's counsel is competent and experienced in litigating employment class actions and complex litigation matters like this.

e. Superiority of Class Action: A class action is superior to other available means for the efficient adjudication of this controversy. Class action treatment will allow similarly situated persons to pursue the claims in a manner that is most efficient and economical.

f. Public Policy Considerations: Employees are often afraid to assert their rights out of fear of retaliation; thus, class actions provide the class members with anonymity that allows for vindication of rights while protecting privacy.

22. There are common questions of law and fact including but not limited to:

a. Whether Defendants did not pay all minimum and overtime wages at the correct rates in violation of Labor Code sections 510, 558 and 1194;

b. Whether Defendants violated Labor Code sections 510 and 1194 for not paying at least the minimum wage for work off the clock;

c. Whether Defendants violated Labor Code section 512 and Wage Order 5 by not providing lawful meal and rest breaks;

d. Whether Defendants violated Wage Order 5 by failing to pay reporting-time pay;

e. Whether Defendants violated Labor Code section 2802 for not reimbursing for work-related expenses;

f. Whether Defendants violated Labor Code section 226 by providing inaccurate wage statements;

g. Whether Defendants violated Labor Code section 226.7 by not paying premium pay for missed meal and rest breaks;

h. Whether Defendants engaged in unfair competition; and

i. The amount of damages, wages, and penalties owed to Plaintiff and the class.

PAGA ALLEGATIONS

23. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

24. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

25. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

26. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within

65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

27. On July 24, 2026, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

28. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

29. The Aggrieved Employees are defined as "All nonexempt, hourly employees, current and former, who were employed by Defendants in California within one year prior to July 24, 2026, through final disposition of this action."

FIRST CAUSE OF ACTION

Failure to Provide Compliant Meal Periods

By Plaintiff and the Class Against All Defendants

30. Plaintiff incorporates by reference the paragraphs above.

31. Labor Code section 512 and the Wage Orders provide that "an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes" or "for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes".

32. An employer provides compliant meal breaks to its employees "if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break." (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

33. Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not "impede or discourage" its employees from taking compliant meal breaks. (*Brinker*, supra).

34. Defendants failed to provide Plaintiff and the Class with compliant meal breaks as alleged herein.

35. For each day that Defendants failed to provide Plaintiff and the Class with a compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff's and the Class' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

36. Defendants failed to pay premium pay at Plaintiff's and the Class' regular rate of pay for each day a meal break was missed.

37. Plaintiff and the Class are therefore entitled to recover premium pay for missed meal breaks, interest, penalties, attorney fees, and costs.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

By Plaintiff and the Class Against All Defendants

38. Plaintiff incorporates by reference the paragraphs above.

39. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

40. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc*., 2 Cal. 5th 257, 269 (2016)).

41. Defendants failed to provide Plaintiff and the Class with compliant rest breaks as alleged herein.

42. For each day that Defendants failed to provide Plaintiff and the Class with a compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff's and the Class' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

43. Defendants failed to pay premium pay at Plaintiff's and the Class' regular rate of pay for each day a rest break was missed.

44. Plaintiff and the Class are therefore entitled to recover premium pay for missed rest breaks, interest, penalties, attorney fees, and costs.

THIRD CAUSE OF ACTION

Failure to Pay for All Hours Worked

By Plaintiff and the Class Against All Defendants

45. Plaintiff incorporates by reference the paragraphs above.

46. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than 40 hours in a workweek.

47. Defendants failed to pay Plaintiff and the Class for all hours worked as alleged herein.

48. Plaintiff and the Class are therefore entitled to recover all unpaid wages, liquidated damages, interest, penalties, attorney fees, and costs.

FOURTH CAUSE OF ACTION

Failure to Pay All Overtime Owed

By Plaintiff and the Class Against All Defendants

49. Plaintiff incorporates by reference the paragraphs above.

50. Labor Code section 510 provides that "[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."

51. Defendants failed to pay Plaintiff and the Class all overtime wages owed as alleged herein.

52. Plaintiff and the Class are therefore entitled to recover all unpaid overtime wages, liquidated damages, interest, penalties, attorney fees, and costs.

FIFTH CAUSE OF ACTION

Failure to Pay Reporting-Time Pay

By Plaintiff and the Class Against All Defendants

53. Plaintiff incorporates by reference the paragraphs above.

54. Section 5 of Wage Order 5 provides that each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at the employee's regular rate of pay.

55. As alleged herein, Plaintiff was instructed to report to the HUB at 10:00 a.m. and appeared as directed, but was terminated without being furnished work and without being paid reporting-time pay.

56. Plaintiff and the Class are therefore entitled to recover reporting-time pay, interest, penalties, attorney fees, and costs.

SIXTH CAUSE OF ACTION

Failure To Reimburse Work-Related Expenses

By Plaintiff and the Class and the Class Against All Defendants

57. Plaintiff incorporates by reference the paragraphs above.

58. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the employee's discharge of his or her duties.

59. Defendants failed to reimburse Plaintiff and the Class for all work-related expenses as alleged herein.

60. Plaintiff and the Class are therefore entitled to reimbursement for all work-related expenses, penalties, attorney fees, and costs.

SEVENTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff and the Class Against All Defendants

61. Plaintiff incorporates by reference the paragraphs above.

62. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff in violation of Labor Code section 226(a).

63. As alleged herein, the wage statements that Defendants issued to Plaintiff and the Class were inaccurate and incomplete.

64. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff and the Class in that Plaintiff and the Class was unable to accurately verify and/or calculate their wages.

65. Plaintiff and the Class are therefore entitled to the recovery of wage statement penalties, attorney fees, and costs.

EIGHTH CAUSE OF ACTION

Waiting Time Penalties

By Plaintiff and the Waiting Time Subclass Against All Defendants

66. Plaintiff incorporates by reference the paragraphs above.

67. Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation.

68. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a penalty from the due date at the same rate until paid or until an action is commenced, not to exceed thirty days.

69. As alleged herein, Defendants willfully did not pay Plaintiff and the Waiting Time Subclass all wages owed at the conclusion of employment.

70. Plaintiff and the Waiting Time Subclass are therefore entitled to the recovery of waiting time penalties, interest, attorney fees, and costs.

NINTH CAUSE OF ACTION

Violation of Unfair Competition Law

By Plaintiff Against All Defendants

71. Plaintiff incorporates by reference the paragraphs above.

72. Defendants' conduct described herein constitutes unfair competition.

73. Specifically, Defendants have gained an unfair advantage over other similarly situated businesses by unlawfully reducing their overhead costs by not paying their employees what they are owed.

74. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all wrongfully withheld wages.

75. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

TENTH CAUSE OF ACTION

Private Attorneys General Act

By Plaintiff and the Aggrieved Employees Against All Defendants

76. Plaintiff incorporates by reference the paragraphs above.

77. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the violation(s) of the Labor Code.

78. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

79. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

80. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof, the penalties in Labor Code section 2699 apply.

81. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code sections 1197.1 and 2699 apply.

82. With respect to violations of Labor Code section 510 for Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code sections 558, 1197.1, and 2699 apply.

83. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3 and 2699 apply.

84. With respect to violations of Labor Code section 203 for failure to pay all wages due to Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in Labor Code section 2699 apply.

85. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699 apply.

86. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein.

87. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant to Labor Code section 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for judgment against Defendants as follows:

As to Causes of Action One Through Nine

1. Class certification
2. Appointment of Plaintiff as class representative
3. Appointment of Plaintiff's Counsel as class counsel

First - Second Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Third Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
2. Liquidated damages

3. Interest

4. Attorneys' fees

5. Costs

6. Other relief the court deems proper

Fourth Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194

2. Interest

3. Attorneys' fees

4. Costs

5. Other relief the court deems proper

Fifth Cause of Action

1. Reporting-time pay pursuant to Wage Order 5

2. Interest

3. Attorneys' fees

4. Costs

5. Other relief the court deems proper

Sixth Cause of Action

1. Reimbursement of all work-related expenses

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

Seventh Cause of Action

1. Penalties pursuant to Labor Code section 226

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

Eighth Cause of Action

1. Penalties pursuant to Labor Code section 203

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

Ninth Cause of Action

1. Restitution of all wrongfully withheld wages

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

Tenth Cause of Action

1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein

3. Attorneys' fees

4. Costs

5. Other relief the court deems proper

DATED: November 5, 2026

/s/ Rebecca Harteker
REBECCA HARTEKER
Attorney for Plaintiff, individually and on behalf of all others similarly situated

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: November 5, 2026

/s/ Rebecca Harteker
REBECCA HARTEKER
Attorney for Plaintiff, individually and on behalf of all others similarly situated