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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

AMY CASTILLO, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

AGILENT TECHNOLOGIES, INC., a Delaware
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 26CV017258

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM
WAGES;
- (2) FAILURE TO PAY ALL OVERTIME
WAGES;
- (3) MEAL PERIOD VIOLATIONS;
- (4) REST PERIOD VIOLATIONS;
- (5) WAGE STATEMENT VIOLATIONS;
- (6) FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES;
- (7) UNFAIR COMPETITION; &
- (8) PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT
("PAGA")

DEMAND FOR JURY TRIAL

1 Plaintiff Amy Castillo (“Plaintiff”), on behalf of herself and all other similarly situated non-
2 exempt employees, alleges and complains of Defendant Agilent Technologies, Inc. (“Defendant”)
3 and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant Agilent Technologies, Inc. is a global life sciences, diagnostics, and applied
6 markets company that provides laboratories worldwide with scientific instruments, software,
7 consumables, services, applications, and related expertise.

8 2. Plaintiff brings this class action lawsuit against Defendant for alleged violations of the
9 California Labor Code and Business and Professions Code.

10 3. As set forth below, Plaintiff alleges that Defendant failed to pay for all hours worked
11 due to its failure to record and pay for all time worked off the clock. Plaintiff further alleges that
12 Defendant failed to pay all overtime compensation at the proper legal rates by failing to properly
13 calculate the “regular rate of pay.” Moreover, Plaintiff alleges that Defendant’s meal and rest period
14 policies and practices failed to allow and permit non-exempt employees to take all compliant and
15 timely meal and rest periods or pay premium wages at the “regular rate of pay” in lieu thereof.
16 Plaintiff further alleges that Defendant failed to provide non-exempt employees with accurate written
17 itemized wage statements in violation of Labor Code § 226(a), and failed to reimburse all necessary
18 business expenses incurred.

19 4. Plaintiff also brings a claim for civil penalties based on the foregoing Labor Code
20 violations under the Private Attorneys General Act (“PAGA”).

21 5. Based on these alleged Labor Code violations, Plaintiff now brings this class action
22 and representative action to recover unpaid wages, restitution, penalties, and other related relief for
23 herself and all other similarly situated non-exempt employees.

24 **JURISDICTION AND VENUE**

25 6. Plaintiff, on behalf of herself and all other similarly situated employees hereby bring
26 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 204,
27 210, 226(a), 226(a)(6), 226(e), 226.7, 510, 512, 516, 1194, 1197, 2802, and applicable Industrial
28 Welfare Commission Wage Orders (“Wage Orders”), in addition to seeking declaratory relief and

1 restitution pursuant to California Business and Professions Code § 17200, *et seq.*

2 7. This class action is brought pursuant to California Code of Civil Procedure § 382.

3 8. This Court has jurisdiction over Defendant's violations of the California Labor Code
4 and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional
5 minimum.

6 9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
7 §§ 395(a) and 395.5 because Defendant operates in California within the County of Sacramento, and
8 Defendant is within the jurisdiction of this Court for purposes of service of process.

9 **PARTIES**

10 10. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California
11 resident residing in the State of California.

12 11. Plaintiff is informed, believes, and alleges that Defendants are authorized to do
13 business within the County of Sacramento and are and/or were the legal employer of Plaintiff and the
14 Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants'
15 policies and/or practices complained of herein and has been deprived of the rights guaranteed to her
16 by California Labor Code §§ 204, 210, 226, 226(a), 226(e), 226.7, 510, 512, 516, 1194, 1197, 2802,
17 and the California Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

18 12. Plaintiff is informed and believes, and based thereon alleges, that during the four years
19 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
20 do) business in the State of California, County of Sacramento.

21 13. Plaintiff does not know the true names or capacities, whether individual, partner, or
22 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
23 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
24 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
25 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
26 corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately
27 caused Plaintiff and the Classes to be subject to the unlawful employment practices alleged herein.

14. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

15. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

COMMON FACTUAL ALLEGATIONS

16. Defendant Agilent Technologies, Inc. is a global life sciences, diagnostics, and applied markets company that provides laboratories worldwide with scientific instruments, software, consumables, services, applications, and related expertise.

17. Plaintiff has been employed by Defendant as a non-exempt employee in the role of “Operations Support Specialist” since October 11, 2022. Based in Folsom, California, Plaintiff was responsible for a variety of tasks, including, but not limited to, mixing chemicals and making testing kits.

18. Alongside Plaintiff, other non-exempt employees, including but not limited to Raw Materials QC Analyst, Operations Support Specialist, Manufacturing Associate, Field Service Engineer, and Quality Control Microbiology Analyst, played a critical role in supporting Defendant's daily operations and overall success across California.

19. Plaintiff and other non-exempt employees were responsible for a wide range of tasks critical to Defendant's operations, such as performing raw material quality testing, operating and maintaining production equipment, installing and servicing technical equipment in the field,

1 conducting microbiological quality control testing, and performing overall manufacturing and quality
2 assurance functions. Their work ensured the effective operation of Defendant's assets. Despite the
3 essential nature of their contributions, Plaintiff and other non-exempt employees allege that
4 Defendant failed to comply with the California Labor Code, including but not limited to proper wage
5 payment and provision of meal and rest periods, as set forth below.

6 20. At all relevant times, Plaintiff and other non-exempt employees regularly worked
7 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.
8 Plaintiff alleges that other non-exempt employees were also subjected to the same policies,
9 procedures, practices, working conditions, and corresponding wage and hour violations to which she
10 was subjected during her employment.

11 21. First, at all relevant times, Defendant has consistently failed to accurately record and
12 pay for all time worked, including the time non-exempt employees were under the employer's control.
13 This included a policy and practice of failing to properly record non-exempt employees' time worked,
14 including all time spent working off the clock. As a result of this company-wide policy and practice,
15 Plaintiff and other non-exempt employees were not compensated for all hours worked, including
16 overtime, in violation of Labor Code §§ 204, 210, 510, 1194, 1197, and applicable Wage Orders.

17 22. Plaintiff and other non-exempt employees were required to perform work-related tasks
18 outside their recorded working time, including completing assigned tasks and responding to work-
19 related communications, without recording or receiving compensation for all such time.

20 23. As a result of Defendant's unlawful timekeeping and off-the-clock work policies and
21 practices, Plaintiff and other non-exempt employees were not properly paid for all hours worked in
22 violation of Cal. Labor Code §§ 204, 210, 1194, 1197, and applicable Wage Orders. Additionally,
23 because of unlawful timekeeping policies and practices, Plaintiff and other non-exempt employees
24 were not properly paid the correct overtime rate for hours worked in excess of 8 hours per shift, in
25 violation of Labor Code § 510.

26 24. Labor Code § 510 requires an employer to compensate an employee who works more
27 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
28 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of

1 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
2 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
3 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
4 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
5 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
6 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

7 25. Furthermore, at all relevant times, Plaintiff and other non-exempt employees worked
8 regular shifts that lasted longer than 8.0 hours in a workday and resulted in non-exempt employees
9 regularly working more than 40 hours in a workweek. However, Defendant uniformly failed to
10 properly calculate and pay overtime wages at the proper legal rate due to Defendant's failure to
11 include all forms of compensation/remuneration, including, but not limited to, stipends, shift pay,
12 non-discretionary bonuses, commissions, incentives, and all other forms of remuneration in
13 calculating the "regular rate of pay" for purposes of overtime compensation.

14 26. Under the California Labor Code (as well as the FLSA), courts have consistently held
15 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
16 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
17 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
18 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
19 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California
20 and federal law on the grounds that Defendant improperly calculated overtime by excluding annual
21 bonuses paid to employees from the "regular rate of compensation"]; see *Walling v. Youngerman-*
22 *Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very nature must reflect
23 all payments which the parties have agreed shall be received regularly during the workweek,
24 exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact.
25 Once the parties have decided upon the amount of wages and the mode of payment, the determination
26 of the regular rate becomes a matter of mathematical computation, the result of which is unaffected
27 by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§ 778.110
28 ("production bonus") and 778.111 ("piece-rate").

1 27. Defendant's policy and practice of requiring Plaintiff and other non-exempt
2 employees to work overtime without compensating them at one and one-half times their regular rate
3 of pay violated Labor Code section 510 and the applicable Wage Orders.

4 28. During her employment, Plaintiff used paid sick leave on multiple occasions.
5 Defendant also paid Plaintiff annual company bonuses and individual performance bonuses that
6 constituted nondiscretionary remuneration. Plaintiff is informed and believes, and based thereon
7 alleges, that Defendant paid her sick leave at her base hourly rate without including such
8 nondiscretionary remuneration in the applicable statutory calculation. As a result, Defendant failed
9 to pay Plaintiff and other similarly aggrieved non-exempt employees paid sick leave at the rate
10 required by Labor Code section 246.

11 29. Labor Code section 246 requires paid sick leave for non-exempt employees to be
12 calculated either in the same manner as the regular rate of pay for the workweek in which the
13 employee uses paid sick leave or by dividing the employee's total wages, excluding overtime
14 premium pay, by the employee's total hours worked during the full pay periods occurring within the
15 preceding 90 days. Defendant's failure to include all remuneration required under the applicable
16 statutory method resulted in Plaintiff and other similarly aggrieved employees being underpaid for
17 sick leave used during their employment.

18 30. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
19 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
20 Defendant's uniform meal period policies/practices, operational requirements, and work demands,
21 Plaintiff and other non-exempt employees often could not take timely and uninterrupted net 30-
22 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
23 non-exempt employees worked shifts requiring a second meal period and no valid waiver applied,
24 Defendant failed to provide a timely and compliant second meal period. Indeed, Plaintiff's and other
25 non-exempt employees' meal periods were often interrupted and/or lasted fewer than 30 minutes due
26 to Defendant's meal period policies/procedures, operational requirements, and work demands.

27 31. For each missed, late, short, or interrupted meal period, Defendant failed to pay
28 Plaintiff and other non-exempt employees a corresponding premium at the regular rate of pay as

1 required by Labor Code section 226.7 and *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th
2 858.

3 32. Accordingly, due to Defendant's uniform meal period practices, non-exempt
4 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
5 226.7, 512, 516, and applicable Wage Orders.

6 33. Next, at all relevant times, Plaintiff and other non-exempt employees were not
7 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
8 to Defendant's uniform rest period policies/practices, operational requirements, and work demands.
9 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-
10 minute duty-free rest period for every major fraction of four hours worked. This includes a second
11 rest period for shifts over six hours and a third rest period for shifts over 10.0 hours in a workday.

12 34. By not relieving all non-exempt employees of all duties during rest periods, Defendant
13 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
14 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all
15 duties and relinquish control over how employees spend their time."] (Emphasis added). In *Augustus*,
16 the California Supreme Court expressly rejected the employer's assertion that it could provide an on-
17 duty rest period to employees who worked as security guards and further explained: "that employers
18 [must] relinquish any control over how employees spend their break time and relieve their employees
19 of all duties." *Id.* at 273. Each time non-exempt employees could not take a compliant rest period,
20 Defendant failed and continues to fail to adequately pay rest period premium payments at the "regular
21 rate of pay" as required by Labor Code § 226.7.

22 35. Accordingly, due to Defendant's uniform rest period policies/practices, non-exempt
23 employees were regularly denied legally compliant rest breaks in violation of Labor Code § 226.7
24 and applicable Wage Orders.

25 36. As a result of Defendant's failure to pay Plaintiff and other non-exempt employees for
26 all hours they were subject to the control of Defendant, including all minimum and overtime wages,
27 and Defendant's failure to pay all meal and rest period premiums at the "regular rate of pay,"
28 Defendant issued wage statements which failed to identify the gross wages earned accurately, the

1 total hours worked, the net wages earned, and the correct corresponding number of hours worked at
2 each hourly rate, in violation of Labor Code section 226(a)(1), (2), (5), and (9).

3 37. Finally, at all relevant times, Defendant required Plaintiff and other non-exempt
4 employees to incur necessary expenses for work-related purposes but did not reimburse non-exempt
5 employees adequately for these necessary expenditures in violation of Labor Code §§ 2802.

6 38. Here, Plaintiff and other non-exempt employees were required to use personal
7 resources, including their personal cellular telephones, to perform work-related duties and
8 communications for Defendant's benefit. Defendant knew or reasonably should have known that such
9 expenses were incurred but did not reimburse Plaintiff and other non-exempt employees for a
10 reasonable portion of those expenses.

11 39. Defendant uniformly failed to reimburse non-exempt employees for the necessary
12 costs incurred in discharging their duties. (*See Cochran v. Schwan's Home Service, Inc.*, (2014) 228
13 Cal.App.4th 1137, 1144 ["[i]f an employee is required to make work-related calls on a personal cell
14 phone, then he or she is incurring an expense for the purposes of section 2802. It does not matter
15 whether the phone bill is paid for by a third person or at all...To show liability under section 2802, an
16 employee needs only to show that he or she was required to use a personal cell phone to make work-
17 related calls, and he or she was not reimbursed"].) Accordingly, due to Defendant's uniform failure
18 to adequately reimburse for necessary business expenditures in violation of Labor Code § 2802 and
19 applicable Wage Orders.

20 **CLASS ACTION ALLEGATIONS**

21 40. Plaintiff brings this action on behalf of herself and the following Classes pursuant to §
22 382 of the Code of Civil Procedure:

23 All current or former non-exempt hourly employees who work or worked
24 for Defendant in California during the four years immediately preceding the
filing of the Complaint through the date of trial. (the "Class");

25 All current or former non-exempt employees who worked overtime for
26 Defendant in California during the four years preceding the filing of the
27 Complaint through the date of trial. ("the Overtime Subclass");

28 All current or former employees who work or worked for Defendant in
California during the one year immediately preceding the filing of the

1 Complaint through the date of trial. (“the Wage Statement Subclass”)
2 (collectively “the Classes”)
3

4 41. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
5 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
6 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
7 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
8 Defendant’s employment and payroll records.

9 42. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
10 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
11 non-exempt employees, which predominate over questions affecting only individual members
12 including, without limitation:

- 13 1. Whether Defendant failed to record and pay for all hours worked by Class Members;
- 14 2. Whether Defendant failed to properly calculate the “regular rate of pay” for purposes of
15 paying overtime wages to the members of the Class;
- 16 3. Whether Defendant provided legally compliant meal and rest periods or proper
17 compensation at the “regular rate of pay” in lieu thereof to members of the Class;
- 18 4. Whether Defendant failed to pay Class Members paid sick leave at the rate required by
19 Labor Code section 246;
- 20 5. Whether Defendant furnished legally compliant wage statements to members of the
21 Wage Statement Subclass pursuant to Labor Code § 226(a); and
- 22 6. Whether Defendant failed to reimburse Class Members for all necessary business
23 expenses in violation of Labor Code §§ 2802.

24 43. **Predominance of Common Questions:** Common questions of law and fact
25 predominate over questions that affect only individual members of the Classes. The common
26 questions of law set forth above are numerous and substantial and stem from Defendant’s policies
27 and/or practices applicable to each individual class member, such as, without limitation, Defendant’s
28 failure to pay for all hours worked, Defendant’s failure to properly pay overtime wages, Defendant’s

1 failure to provide all compliant meal and rest periods or premiums at the “regular rate of pay” in lieu
2 thereof, Defendant’s failure to provide accurate itemized wage statements, and Defendant’s failure to
3 reimburse for all necessary business expenses. Accordingly, common questions predominate over
4 individual questions concerning each class member’s showing as to his or her eligibility for recovery
5 or the amount of his or her damages.

6 44. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
7 Plaintiff was employed by Defendant as a non-exempt employee in California during the statute(s)
8 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
9 Plaintiff, like the members of the Classes, was deprived of minimum and overtime wages, was
10 deprived of meal and rest period premium wages, was subject to Defendant’s uniform meal and rest
11 period policies/practices, was not provided accurate itemized wage statements, and was not
12 reimbursed for all necessary business expenses.

13 45. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
14 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff’s
15 attorneys are ready, willing, and able to fully and adequately represent the members of the Classes.
16 Plaintiff’s attorneys have prosecuted and are actively litigating several wage-and-hour class actions
17 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
18 members of the Classes.

19 46. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
20 important public interest in establishing minimum working conditions and standards in California.
21 These laws and labor standards protect the average working employee from exploitation by
22 employers who must follow the laws and may seek to take advantage of superior economic and
23 bargaining power by setting onerous terms and conditions of employment. The nature of this action
24 and the format of laws available to Plaintiff and members of the Classes make the class action format
25 a particularly efficient and appropriate procedure to redress the violations alleged herein. If each
26 employee were required to file an individual lawsuit, Defendant would gain an unconscionable
27 advantage because it could exploit and overwhelm each plaintiff’s limited resources with its vastly
28 superior financial and legal resources.

47. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendant herein and which would establish potentially incompatible standards of conduct for Defendant; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 40 are maintainable as Classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

49. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

50. At all relevant times herein, Defendant failed to accurately record all time worked, including time spent working off the clock. Accordingly, Plaintiff and members of the Classes were not compensated for all hours worked, including all hours they were subject to the control of Defendant and/or suffered or permitted to work under the Labor Code and applicable Wage Orders.

51. Labor Code § 1198 makes an employee's employment unlawful under conditions the Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that an employer that fails to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages, as well as liquidated damages in an amount equal to the wages due and interest thereon.

52. As a direct and proximate result of Defendant's unlawful conduct as alleged herein, Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendant's violations of the Labor Code and applicable Wage Orders.

53. Defendant's practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

54. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

55. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

56. At all times relevant herein, Defendant was required to properly pay Plaintiff and members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code § 1194 and the applicable Wage Orders.

57. Section 3 of the applicable Wage Order requires an employer to pay an employee “one and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per

1 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
2 employer to pay an employee double the employee's regular rate of pay for work in excess of twelve
3 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
4 the workweek. Defendant caused Plaintiff to work overtime hours but did not compensate Plaintiff
5 or members of the Overtime Subclass at one and one-half times their "regular rate of pay" for such
6 hours.

7 58. At all relevant times herein, Defendant failed to conform its pay practices to the
8 requirements of the law. This unlawful conduct includes, but is not limited to, Defendant's failure to
9 pay for all hours properly worked off the clock as alleged hereinabove, and Defendant's failure to
10 include all forms of compensation, including, but not limited to, stipends, shift pay, non-discretionary
11 bonuses, commissions, and incentive pay, in calculating the "regular rate of pay," which resulted in
12 these individuals not being paid for all overtime hours worked.

13 59. The foregoing policies and practices are unlawful and create an entitlement to recovery
14 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
15 overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit
16 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
17 of Civil Procedure § 1021.5.

18 **THIRD CAUSE OF ACTION**

19 **MEAL PERIOD VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

21 60. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

22 61. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed in
23 its affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff and
24 members of the Class, with all required meal periods in accordance with the mandates of the
25 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
26 Allegations section of this Complaint.

27 62. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
28 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for

1 each violation, per California Labor Code § 226.7.

2 63. As a result, Defendant is responsible for paying premium compensation for meal
3 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
4 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

5 **FOURTH CAUSE OF ACTION**

6 **REST PERIOD VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

8 64. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

9 65. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
10 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
11 each four (4) hour period worked, or major fraction thereof.

12 66. Due to its unlawful rest period policy/practices and operational requirements/work
13 demands, Defendant did not authorize and permit Plaintiff and Class members to take all rest periods
14 to which they were legally entitled.

15 67. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
16 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
17 each violation, per California Labor Code § 226.7.

18 68. The foregoing violations create an entitlement to recovery by Plaintiff and members
19 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
20 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
21 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

24 **(AGAINST ALL DEFENDANTS)**

25 69. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

26 70. Labor Code 226(a) states in pertinent part the following:

27 "(a) An employer, semimonthly or at the time of each payment of wages,
28 shall furnish to his or her employee, either as a detachable part of the check,

1 draft, or voucher paying the employee's wages, or separately if wages are
2 paid by personal check or cash, an accurate itemized statement in writing
3 showing (1) gross wages earned, (2) total hours worked by the employee,
4 (3) the number of piece-rate units earned and any applicable piece rate if the
5 employee is paid on a piece-rate basis, (4) all deductions, provided that all
6 deductions made on written orders of the employee may be aggregated and
7 shown as one item, (5) net wages earned, (6) the inclusive dates of the
8 period for which the employee is paid, (7) the name of the employee and
9 only the last four digits of his or her social security number or an employee
identification number other than a social security number, (8) the name and
address of the legal entity that is the employer, and (9) all applicable hourly
rates in effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee."

10 71. As set forth above, during the Class Period, Defendant issued and continues to issue
11 wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass,
12 which are inadequate under Labor Code Section § 226(a).

13 72. As a result of Defendant's failure to pay Plaintiff and the Wage Statement Subclass
14 for all minimum and overtime wages, and missed meal and rest period premiums at the appropriate
15 legal rate, Defendant failed to include required information on Plaintiff and the Wage Statement
16 Subclass' wage statements, including, but not limited to, the gross wages earned and the net wages
17 earned in violation of Labor Code section 226(a)(1), (2), (5), and (9).

18 73. Defendant controlled the timekeeping and payroll systems used to record employees'
19 working time, calculate their compensation, and generate their wage statements. Defendant therefore
20 knew that the wage statements omitted the unpaid working time, wages, and premium payments
21 alleged herein, and its failure to provide accurate wage statements was knowing and intentional.

22 74. As a result of Defendant's issuance of inaccurate itemized wage statements to Plaintiff
23 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
24 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
25 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
26 of \$4,000 for Plaintiff and each member of the Wage Statement Subclass from Defendant pursuant
27 to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

3 **(AGAINST ALL DEFENDANTS)**

4 75. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 76. Labor Code 2802(a) states in pertinent part the following: “(a) An employer shall
6 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
7 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
8 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
9 believed them to be unlawful.”

10 77. As set forth above, Plaintiff and Class members must be compensated for all necessary
11 business expenditures, including, but not limited to, a reasonable portion of their monthly personal
12 cell phone bills incurred in the discharge of their duties. (See *Cochran v. Schwan’s Home Service,*
13 *Inc.* (2014) 228 Cal.App.4th 1137 (“We hold that when employees must use their personal cell phones
14 for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether
15 the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement
16 owed is a reasonable percentage of their cell phone bills.”).

17 78. At all relevant times, Defendant has failed to comply with Labor Code Section 2802 and
18 the applicable Wage Orders by failing to reimburse Plaintiff and the Class for all necessary business
19 expenditures.

20 **SEVENTH CAUSE OF ACTION**

21 **UNFAIR COMPETITION**

22 **(AGAINST ALL DEFENDANTS)**

23 79. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 80. Defendant has engaged and continues to engage in unfair and/or unlawful business
25 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
26 failing to pay for all hours worked, by failing to pay all minimum and overtime wages at the proper
27 legal rate, by failing to pay sick leave at the legally required rate, by failing to provide all legally
28 required meal and rest periods or pay premium payments at the “regular rate of pay” in lieu thereof,

1 by failing to provide accurate wage statements, and by failing to reimburse for all necessary business
2 expenses adequately.

3 81. Defendant's utilization of these unfair and/or unlawful business practices deprived
4 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
5 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
6 Defendant's competitors who have been and/or are currently employing workers and attempting to
7 do so in honest compliance with applicable wage and hour laws.

8 82. Because Plaintiff is a victim of Defendant's unfair and/or unlawful conduct alleged
9 herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of
10 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
11 converted by Defendant pursuant to Business and Professions Code §§ 17203 and 17208.

12 83. The acts complained of herein occurred within the last four years immediately
13 preceding the filing of the Complaint in this action.

14 84. Plaintiff was compelled to retain the services of counsel to file this court action to
15 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
16 Defendant's current hourly non-exempt employees, and to enforce important rights affecting the
17 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
18 she is entitled to recover under Code of Civil Procedure § 1021.5.

19 **EIGHTH CAUSE OF ACTION**

20 **PRIVATE ATTORNEYS GENERAL ACT**

21 **(AGAINST ALL DEFENDANTS)**

22 85. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 86. Defendant committed the Labor Code violations alleged below against Plaintiff and
24 other similarly aggrieved employees. Plaintiff personally suffered each of the alleged violations and
25 is therefore an "aggrieved employee" within the meaning of Labor Code section 2699(c). Acting on
26 behalf of herself and other similarly aggrieved employees against whom the same violations were
27 committed, Plaintiff brings this representative action under the Private Attorneys General Act of 2004
28 ("PAGA") to recover all applicable civil penalties, including penalties provided by the underlying

1 Labor Code provisions and Labor Code section 2699(f), in amounts according to proof and subject
2 to the applicable statutory requirements and limitations, based on the following violations:

3 a) Failing to pay Plaintiff and other similarly aggrieved employees all minimum wages
4 for all hours worked or during which they were subject to Defendant's control, in violation of Labor
5 Code sections 1194 and 1197 and the applicable Wage Orders;

6 b) Failing to pay Plaintiff and other similarly aggrieved employees all overtime wages
7 at the legally required regular rate of pay, in violation of Labor Code sections 510 and 1194 and the
8 applicable Wage Orders;

9 c) Failing to pay Plaintiff and other similarly aggrieved employees paid sick leave at the
10 rate required by Labor Code section 246;

11 d) Failing to provide Plaintiff and other similarly aggrieved employees with all legally
12 compliant meal periods or premium payments in lieu thereof, in violation of Labor Code sections
13 226.7 and 512 and the applicable Wage Orders;

14 e) Failing to reimburse Plaintiff and other similarly aggrieved employees for necessary
15 business expenditures incurred in direct consequence of performing their duties, in violation of Labor
16 Code section 2802;

17 f) Failing to authorize and permit Plaintiff and other similarly aggrieved employees to
18 take all legally compliant rest periods or to pay premium payments in lieu thereof, in violation of
19 Labor Code section 226.7 and the applicable Wage Orders; and

20 g) Failing to furnish Plaintiff and other similarly aggrieved employees with accurate,
21 itemized wage statements, in violation of Labor Code section 226(a).

22 87. On July 17, 2026, Plaintiff provided written notice to the Labor and Workforce
23 Development Agency ("LWDA") by online filing and to Defendant by certified mail identifying the
24 specific Labor Code provisions alleged to have been violated and the facts and theories supporting
25 those alleged violations. More than 65 calendar days have elapsed since the notice was provided, and
26 the LWDA has not notified Plaintiff that it intends to investigate the alleged violations. Plaintiff has
27 therefore satisfied the administrative prerequisites to commence this PAGA action.

28 88. Plaintiff was compelled to retain the services of counsel to file this court action to

1 protect her interests and the interests of similarly aggrieved employees, and to assess and collect the
2 civil penalties owed by Defendant. Plaintiff has hereby incurred attorneys' fees and costs, which she
3 is entitled to receive under California Labor Code § 2699.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff prays for judgment for herself and all others on whose behalf this
6 suit is brought against Defendant, as follows:

- 7 1. For an order certifying the proposed Classes;
- 8 2. For an order appointing Plaintiff as representative of the Classes;
- 9 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 10 4. Upon the First and Second Causes of Action for compensatory, consequential,
11 general, and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194,
12 1197, and 1198 and reasonable attorneys' fees and costs;
- 13 5. Upon the Third Cause of Action, for compensatory, consequential, general, and
14 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 15 6. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
16 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 17 7. Upon the Fifth Cause of Action, penalties pursuant to Labor Code § 226(e), and
18 reasonable costs and attorneys' fees;
- 19 8. Upon the Sixth Cause of Action, for unreimbursed expenses, interest, and attorney's
20 fees and costs pursuant to Labor Code § 2802;
- 21 9. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
22 Classes of all money and/or property unlawfully acquired by Defendant by means of any acts or
23 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
- 24 10. Upon the Eighth Cause of Action, Plaintiff seeks all civil penalties recoverable under
25 Labor Code section 2699, including the penalties provided by the underlying Labor Code provisions
26 and section 2699(k), in amounts to be determined according to proof and subject to the applicable
27 statutory requirements and limitations;
- 28 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code

1 § 218.6 and Civil Code §§ 3287 and 3289;

2 12. For reasonable attorneys' fees and costs as authorized by applicable law, including
3 Labor Code sections 226(e), 1194, 2699(k), and Code of Civil Procedure section 1021.5; and

4 13. For such other relief that the Court may deem just and proper.
5

6 Dated: September 21, 2026

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

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8
9 By: _____

Joshua Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Putative Classes
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