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30-2026-01582255-CU-OE-CXC - ROA # 34 - DAVID H. YAMASAKI, Clerk of the Court By O. Lopez, Deputy Clerk.

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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

OLGA GUERRA ROSTRO, on behalf of herself and others similarly situated,

Plaintiff,

vs.

PRO-DEX, INC. a Colorado corporation; TALENT STAFFING SOLUTIONS, INC. dba PRIMARY STAFFING SOURCE, a California corporation; and DOES 1 through 50, inclusive

Defendants.

Case No. 30-2026-01582255-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:
Hon. Judge William Claster
Dept.: CX-101

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Violation of Labor Code §§ 245, 246(a);
7. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
8. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
9. Penalties Pursuant to Labor Code § 203;
10. Violation of Business & Professions Code § 17200 *et seq*.; and
11. Penalties under PAGA Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint filed: July 1, 2026
Trial Date: None Set

Plaintiff OLGA GUERRA ROSTRO, (hereinafter "Plaintiff") on behalf of herself and all others similarly situated (collectively, "Employees"; individually, "Employee") complains of Defendants, and each of them, as follows:

INTRODUCTION

1. Plaintiff brings this action on behalf of herself and all similarly situated current and former employees within the State of California who, at any time four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants PRO-DEX, INC. a Colorado corporation; TALENT STAFFING SOLUTIONS, INC. dba PRIMARY STAFFING SOURCE, a California corporation; and DOES 1 through 50 (all defendants being collectively referred to herein as "Defendants"). Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and California Business & Professions Code, and seeks redress.

2. Plaintiff is a resident of California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in Irvine, California. Plaintiff and the other Class members worked for Defendants in Orange County and throughout California and consistently worked at Defendants' behest without being paid all wages due. More specifically, Plaintiff and the other similarly situated Class members were employed by Defendants and worked at Defendants' offices and other facilities where the conduct giving rise to the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the same policies and practices, and (3) endured similar violations at the hands of Defendants as the other Employee Class members who served in similar and related positions.

3. Defendants required Plaintiff and the Employees in the Class to work off the clock while remaining under Defendants' control before and after being on the clock for their daily work shift. Defendants failed to provide Plaintiff and Employees with lawful meal and rest periods, as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code. Further, Defendants thus failed to pay

Plaintiff and the Class members for all hours worked, provided them with inaccurate wage statements that prevented Plaintiff and the Class from learning of these unlawful pay practices, and failed to provide sick pay.

THE PARTIES

A. The Plaintiff

4. Plaintiff OLGA GUERRA ROSTRO has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in California.

B. The Defendants

5. Defendant PRO-DEX, INC. ("PRO-DEX") a Colorado corporation, is the location where the Plaintiff and Class Members work or worked and the location to which they were assigned. PRO-DEX lists a California address with the California Secretary of State in Irvine, California and employs Plaintiff and the Class members in Orange County, including at Defendants' offices and facilities in Irvine, California, and throughout California and conducts business throughout California.

6. Defendant TALENT STAFFING SOLUTIONS, INC. dba PRIMARY STAFFING SOURCE, ("TALENT STAFFING SOLUTIONS") is a California corporation, and has been listed on Plaintiff's paystubs. TALENT STAFFING SOLUTIONS employs Plaintiff and Class members in Orange County, including at Defendant PRO-DEX's offices, and throughout California and conducts business throughout California.

7. Additionally, under California Labor Code § 2810.3, PRO-DEX shares with TALENT STAFFING SOLUTIONS, and any other staffing agency it uses, in civil responsibility for all workers supplied to PRO-DEX for their collective failure to pay all earned wages. California Labor Code § 2810.3 requires that "A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplies by that labor contractor for…the payment of wages." A "labor contractor" (here, TALENT STAFFING SOLUTIONS), is defined "as an individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual

course of business." "Client employer" (here PRO-DEX) is defined as "a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor." Upon information and belief, Defendant PRO-DEX, is and has been a client employer within the definition of Labor Code § 2810.3 and shares with TALENT STAFFING SOLUTIONS, the labor contractors, all civil responsibility and civil liability for failure to pay all wages earned by Plaintiff and the Class members.

8. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district

pursuant to California Code of Civil Procedure § 395 *et seq*. Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Orange County and Defendants maintain and operate company offices and facilities in Orange County and employ Plaintiff and other Class members in Orange County and throughout California.

FACTUAL BACKGROUND

11. The Employees who comprise the Class, including Plaintiff, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate overtime rates. Specifically, Plaintiff and the Employees were forced to work off-the-clock by waiting in line to clock in at the beginning of every shift, and during meal periods, which occurred two to three times per week and took several minutes. There were merely two - three clocks available causing the lines of employees to wait to clock in. Employees also performed off-the-clock work due to interrupted and missed meal and rest periods. Employees also worked off-the-clock by answering work-related text messages and phone calls. Employees were required to clock out and continue working to meet Defendants' production demands.

12. As a result, Plaintiff and the Class members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate overtime rate for all such hours, including by being required to perform work duties and tasks without pay and while off-the-clock which caused overtime to begin accruing before it did in Defendants' timekeeping and payroll systems. As a result, Plaintiff and the Class members worked substantial overtime hours during their employment with Defendants for which they were not compensated, in violation of the California Labor Code and applicable IWC Wage Orders.

13. During the course of Plaintiff and the Class members' employment with Defendants, they were not paid all wages they were owed, including for all work performed and for all overtime hours worked and were forced to work during their meal and rest breaks to keep labor budgets low.

14. As a matter of Company culture, Plaintiff and the Class members were required to

work during their meal breaks which were not compensated by Defendants in violation of the California Labor Code. Plaintiff and the Class members were also not paid regular wages and overtime for the time they were required to comply with other requirements imposed upon them, which they had to complete while working through their meal breaks and without compensation.

15. As a result of the above described off the clock work, and the other wage violations they endured at Defendants' hands, Plaintiff and the Class members were not properly paid for all wages earned and for all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock. To the extent applicable, Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive workday in a week and overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive workday, as required under the Labor Code, applicable IWC Wage Orders.

16. Defendants did this, upon information and belief, in connection with other Employees in a concerted effort to limit and restrict overtime incurred by Plaintiff and the other Class members. However, given the off the clock work and issues with meal periods and their timing (discussed below), Plaintiff generally worked beyond eight hours in a shift. As a result of the above-described off the clock work, Defendants failed to pay Plaintiff and Class members overtime for finishing tasks at the end of work shifts, which Defendants did not record in timekeeping.

17. Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime and double time wage rates due to Defendants' policy and practice of requiring her to work off the clock and without pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Class members working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Class

members by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Class members were bound by similar scheduling and work policies, which Defendants required them to follow, and endured similar violations at Defendants' hands as Plaintiff.

18. Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants required and the actual hours Plaintiff worked or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By editing time records or requiring Plaintiff and the Class member to clock in and out for time periods showing less hours than were actually worked or reflecting compliant meal periods that were not provided, and by failing to pay for all hours worked, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226 and 1174.

19. Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid Plaintiff and the Class members bonuses, shift differentials and/or other forms of remuneration above and beyond their hourly pay, including bonuses masquerading as commissions, upon information and belief, Defendants miscalculated and therefore underpaid any overtime they paid during these pay periods by failing to include all forms of remuneration in the regular rate used to calculate and pay overtime.

20. Additionally from at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Employees to work shifts in excess

of five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes and shifts in excess of ten (10) hours without providing them with second meal periods of not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one hour of wages at each Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided.

21. Defendants also failed to provide Plaintiff and the Class members with their required first and second meal periods, and their first, second, and third required rest breaks. The many and different work demands from managers did not permit those working to take their required breaks or complete all required work within the scheduled times. The above described off the clock work and failure to pay for all hours worked also contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Class members, as required under the Labor Code and Paragraph 11 of the applicable IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the employee Class Members to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

22. Defendants also failed to schedule rest breaks and meal periods and failed to ensure there was adequate staffing so that Employees could take proper meal periods and rest breaks. Due to the volume of work and demands from managers, Plaintiff and Class members were often unable to take an uninterrupted timely meal period before the start of the fifth hour of work. Plaintiff was constantly interrupted by Defendants' management during her meal and rest periods which denied Plaintiff compliant uninterrupted meal and rest periods. Moreover, on days when Employees worked beyond ten hours, Defendants failed to provide them with an opportunity to take a second meal period or a third rest breaks. Even when Plaintiff was able to receive a timely first meal period or able to take both rest breaks, these would be interrupted by phone calls, texts, and/or group chat messages she received on her mobile phone from managers and work personnel regarding work-related matters. Defendants' unlawful communications often compelled Plaintiff and Class members to cut their meal periods and rest breaks short to complete urgent work tasks at the expense of their breaks. Additionally, Defendants prohibited Plaintiff and

Class Members from leaving Defendants' premises during work hours preventing Plaintiff and Class Members from being free of all duty during their breaks. Upon information and belief, Defendants failed to compensate Plaintiff and the Class members for the time they were under control of Defendants during their meal periods and rest breaks. Additionally, Defendants failed to record meal periods taken by the Class Members.

23. When it came time for a meal period or break, Plaintiff had to ensure that she had completed all her work in a timely manner. Often, the volume of work was so heavy was that it would be impossible for Plaintiff to finish her tasks on time if she took all her required rest breaks. Likewise, due to fast paced nature of the work, Plaintiff was on occasion unable to take a meal period until after her fifth hour of work. On work shifts when Plaintiff typically worked more than ten (10) hours, she was not provided a second meal period or third rest break. Even when Plaintiff was able to take rest breaks or was able to take a timely meal period, her meal periods and rest breaks would be interrupted by supervisor instructions, phone calls, texts, and/or group chat messages from her supervisors and peers. These communications routinely required that Plaintiff cut her meal periods and rest breaks short to respond to them. Therefore, even when Plaintiff and Class members were provided with timely meal periods and rest breaks, these would frequently be interrupted by work-related calls, texts, or messages which they had to respond to. Accordingly, Defendants' practices and policies often resulted in late and/or interrupted meal periods and missed and/or interrupted rest breaks.

24. Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class members, as required by the applicable Wage Orders and Labor Code. Defendants did not have a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to the Plaintiff and the other Class members. Plaintiff and other Class members were required to perform work as ordered by Defendants or otherwise remain under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and duty-free 30-mintue meal break. Additionally, as addressed above, Defendants followed a practice

of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

25. As a result, Defendants' failure to provide Plaintiff and the Class members with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have either failed to maintain required records of when meal periods were actually provided or failed to produce them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided.

26. Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Class members were unable to take off duty breaks or were otherwise not provided with the opportunity to take required meal breaks due to Defendants' policies and practices. On the occasions when Plaintiff and the Class members were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or more of the following manners:

(a) Class members were not provided full thirty-minute duty free meal periods for work days in excess of five hours and were not compensated one hour's wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order(s);

(b) Class members were not provided second full thirty-minute duty free meal periods for work days in excess of ten hours;

(c) Class members were required to work through at least part of their daily meal period(s);

(d) Meal periods were provided after five hours of continuous work during a shift; and

(e) Class members were restricted in their ability to take thirty-minute meal period, or were otherwise required to remain under Defendant's control.

27. Defendants also failed to authorize and permit Plaintiff and the Class members to take duty-free, net ten minute rest breaks for ever four hours of shift work, or major fraction thereof. There were similar issues with the required net ten-minute rest breaks Plaintiff, and the Class members were not authorized and permitted to take as with meal periods. The work demands placed upon Plaintiff, and the unlawful rounding of and failure to pay for all their hours worked, also manifested in Defendants' failure to authorize and permit duty-free, net ten-minute rest periods.

28. Due to the off the clock work addressed above, rest periods were often provided late and were untimely, or Plaintiff and the Class members were required to work through their breaks or remain under Defendants' control during them. Therefore, the job requirements and duties required of Plaintiff and the Class members manifested in a failure to authorize and permit Class members to take all their required rest breaks. Plaintiff and the other similarly situated Class members were either not authorized and permitted the opportunity to take a rest break, or were required to remain under Defendants' control during them or otherwise had them impermissibly shortened.

29. Defendants' policies and practices thus systematically deny and denied Plaintiff and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods. Employers must permit and authorizes employees to take off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Class members were and are under Defendants' control when they are working through rest breaks or receiving them late or shortened.

30. Plaintiff and the Defendants' Employees in the Class were therefore not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also effectively prevented from leaving

the premises during rest breaks under Defendants' policies and practices. Rest period violations therefore arose in one or more of the following manners:

(a) Class members were required to work without being provided a minimum ten minute rest period for every four hours or major fraction thereof worked and were not compensated one hour of pay at their regular rate of compensation for each workday that a rest period was not provided;

(b) Class members were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof; and

(c) Class members were required to remain on-duty and perform work tasks or remain under Defendants' control during rest periods or otherwise had their rest periods interrupted by work demands.

31. As a result of the above described illegal policies and practices, Defendants engaged in and enforced the following additional unlawful practices and policies against Plaintiff and the Class members she seeks to represent:

(a) failing to pay all wages owed to Class members who either were discharged, laid off, or resigned in accordance with the requirements of Labor Code §§ 201, 202, 203;

(b) failing to pay all wages owed to the Class members twice monthly in accordance with the requirements of Labor Code § 204;

(c) failing to pay Class members all wages owed, including all meal and rest period premium wages;

(d) failing to maintain accurate records of Class members' earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the applicable IWC Wage Orders; and

(e) failing to produce timekeeping records in response to Plaintiff's timely and lawful request to receive them under these authorities.

32. From at least four years prior to the filing of this lawsuit, and continuing to the present, Defendants have also consistently failed to provide Employees with timely, accurate, and

itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, unlawful rounding, failure to pay all overtime or pay it at the correct rate, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Class, during the liability period, because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders.

33. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked by Plaintiff and the Class members. Additionally, Plaintiff was not issued a wage statement by TALENT STAFFING SOLUTIONS or PRO-DEX on a weekly basis with her paycheck, nor did PRO-DEX appear on wage statements provided by TALENT STAFFING SOLUTIONS. The staffing agency thus failed to provide Plaintiff and upon information and belief, Aggrieved Employees, with accurate itemized wage statements with each paycheck covering that pay period. More specifically, Defendants failed to comply with the requirements of Labor Code § 226(a) for items that must be included on wage statements issued to temporary employees, and upon information and belief also failed to comply with Labor Code § 201.3 by failing to timely pay all wages and failing to list all required items of information on wage statements provided to employees. Moreover, the address of TALENT STAFFING SOLUTIONS is not the same on the Plaintiff's and Class members' wage statement as set forth on the California Secretary of State Website. Additionally, Plaintiff was not provided with the opportunity to review her timekeeping records for accuracy and to ensure that she was being paid correctly. Upon information and belief, the other similarly situated Class members endured similar violations and confusion at Defendants' hands.

34. Defendants have thus also failed to comply with Labor Code § 226(a), and Labor Code § 201.3, by failing to issue any wage statements and by issuing wage statements that

inaccurately reported total hours worked and total wages earned by Plaintiff and the Class members, along with the appropriate applicable rates, among all the other requirements. Plaintiff and Class members are therefore entitled to penalties not to exceed $4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Class members. Upon information and belief, Defendants TALENT STAFFING SOLUTIONS and PRO-DEX also failed to provide Employees such as Plaintiff with written notice complying with all the requirements of Labor Code § 2810.5.

35. Defendants also required Plaintiff and the Class members to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, as addressed above. Therefore, from at least four years prior to filing this lawsuit and continuing to the present, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws. In view of the above addressed violations, Defendants have also failed to pay all wages owed to Plaintiff and the Class members twice monthly in accordance with the requirements of Labor Code § 204 or timely under Labor Code § 201.3. Additionally, upon information and belief, Defendant PRO-DEX is and has been a client employer within the definition of Labor Code § 2810.3. Therefore, TALENT STAFFING SOLUTIONS, the labor contractor, must share all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and the Class Members with PRO-DEX.

36. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wage for all time worked as required

by California Law.

37. Additionally from at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

38. Additionally, from at least three (3) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws.

39. Additionally, from at least four (4) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to provide Employees with timely, accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically, the wage statements given to Employees by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Employees.

40. From at least four (4) years prior to the filing of the lawsuit and continuing to the present, Defendants have consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage and hour laws.

41. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have followed a uniform and consistent policy of failing to provide Plaintiff and other similarly situated Employees with all paid sick leave required by California law. At all relevant times, Plaintiff and the Class Members were non-exempt employees entitled to accrue, and use paid sick leave pursuant to Labor Code §

246. Despite these requirements, Defendants failed to provide Plaintiff and similarly situated Employees with all paid sick leave to which they were entitled to. Upon information and belief, Defendants failed to properly accrue, provide, track, and/or permit the use of paid sick leave in accordance with Labor Code §§ 246 and 246.

42. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, but not limited to, the cost of personal cell phone usage, and the costs protective gear, back brace, non-slip shoes, and certain tools like tweezers, which were necessary to perform their duties under Defendants' employ and which were used throughout the course of Employees' duties under Defendants' employ in violation of Labor Code § 2802.

43. From at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

44. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2698 *et. seq.,* and applicable provisions of the IWC Wage Orders.

45. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

46. Plaintiff brings this class action on behalf of herself, and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: "All individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, as non-exempt, hourly employees within the State of California.

47. Further, plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

g. Subclass 7. Failure to Timely Pay Wages Weekly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least weekly.

h. Subclass 8. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

i. Subclass 9. Sick Pay Class. All Class members who were subjected to Defendants' policies and practices regarding paid sick leave.

j. Subclass 10. Failure to Reimburse for Necessary Business Expenditures Subclass. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to

perform their duties under Defendants' employ.

k. Subclass 11. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

48. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

49. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

50. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiff is informed and believes that, during the time period relevant to this lawsuit, Defendants employed more than 100 individuals within the State of California.

51. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

52. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

a. Whether Defendants failed to pay Employees minimum wages;

b. Whether Defendants failed to pay Employees wages for all hours worked;

c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;

d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;

e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;

f. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;

g. Whether Defendants violated Labor Code § 201.3 by failing to pay Employees all wages earned at least weekly;

h. Whether Defendants violated Labor Code § 221;

j. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;

k. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days;

l. Whether Defendants violated Labor Code § 226(a);

m. Whether Defendants failed to keep accurate time and wage records;

n. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

o. Whether Defendants violated Business and Professions Code § 17200 *et seq*.; and

p. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq*.;

q. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq*; and

r. Whether Defendants failed to maintain reasonable temperatures in the workplace.

C. Typicality

53. The claims of the named plaintiff are typical of those of the other Employees.

Employees all sustained injuries and damages arising out of and caused by Defendant's common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

54. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

55. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

56. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

57. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

58. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working off the clock by: (1) waiting in line to clock in amongst many employees with only 2 clocks available; (2) being discouraged from and failure to take all rest and meal periods; and (3) answering work-related text messages and phone calls. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members.

Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

59. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

> The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

60. The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore entitled to double the minimum wage during the relevant period.

61. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to California Labor Code § 1194(a) which states:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit.

62. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission.

63. California Labor Code § 1194.2 also provides for the following remedies:

> In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

64. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

65. Additionally, under California Labor Code § 2810.3, PRO-DEX shares with TALENT STAFFING SOLUTIONS, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to PRO-DEX for their collective failure to pay all earned wages. California Labor Code § 2810.3 requires that "A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for…the payment of wages." A "labor contractor" (here, e.g., TALENT STAFFING SOLUTIONS) is defined as "an individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business." "Client employer" (here PRO-DEX) is defined as "a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor." Upon information and belief, Defendant PRO-DEX is and has been a client employer within the definition of Labor Code § 2810.3 and shares with TALENT STAFFING SOLUTIONS, the labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiffs and the Class Members. PRO-DEX is a joint employer of Plaintiff and some of the Class Members with TALENT STAFFING SOLUTIONS, including for the reasons set forth above. PRO-DEX also directly hires some Class members, including Plaintiff, who were subject to similar policies and practices as those Employees placed with PRO-DEX by TALENT STAFFING SOLUTIONS.

66. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

67. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

68. By their conduct, as set forth herein, Defendants violated California Labor Code §

510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

69. Defendants had a consistent policy of not paying Employees wages for all hours worked including time Employees were consistently required to work off-the-clock in excess of their eight-hour shift by (1) waiting in line to clock in amongst many employees with only 2 clocks available; (2) waiting in line to clock back in after meal periods; and (3) answering work-related text messages and phone calls. Furthermore, the uncompensated time included the time Employees worked off-the-clock during meal and rest periods as a result of Defendants' high demand from clients. Therefore, Employees were often not properly compensated, nor were they paid overtime rates for all hours worked in excess of eight hours in a given day, and/or forty hours in a given week.

70. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the California Labor Code, Defendants have failed to pay all wages and overtime compensation earned by Employees. Each such failure to make a timely payment of compensation to Employees constitutes a separate violation of California Labor Code § 204.

71. Employees have been damaged by these violations of California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

72. Additionally, under California Labor Code § 2810.3, PRO-DEX shares with TALENT STAFFING SOLUTIONS, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to PRO-DEX for their collective failure to pay all earned wages. California Labor Code § 2810.3 requires that "A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor

contractor for…the payment of wages." A "labor contractor" (here, e.g., TALENT STAFFING SOLUTIONS) is defined as "an individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business." "Client employer" (here PRO-DEX) is defined as "a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor." Upon information and belief, Defendant PRO-DEX is and has been a client employer within the definition of Labor Code § 2810.3 and shares with TALENT STAFFING SOLUTIONS, the labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiffs and the Class Members. PRO-DEX is a joint employer of Plaintiff and other Class Members, with TALENT STAFFING SOLUTIONS, including for the reasons set forth above.

73. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

74. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

75. Employees regularly worked shifts greater than five (5) hours and greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

76. Defendants had a common practice and policy of denying Plaintiff and Employees the opportunity to take 30-minute uninterrupted meal periods, in accordance with California Law. Specifically, Plaintiff and Employees were denied meal periods altogether. Moreover, as discussed

above, Defendants had a common policy and practice of requiring plaintiff and Employees to complete work-related assignments during meal periods.

77. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7.

78. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

79. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

80. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

81. Defendants have had a common policy and practice of consistently failing to provide Plaintiff and Employees with the opportunity to take paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Plaintiff and Employees were required to work through their rest breaks, which were systemically denied due to demanding deadlines.

82. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee's effective hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

83. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial.

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FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

(Against All Defendants)

84. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

85. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. Here, PRO-DEX failed to provide statements twice per month to their direct employees. TALENT STAFFING SOLUTIONS as a temporary employer failed to pay class members once per week.

86. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees by Defendants failed to accurately account for wages and overtime, premium pay for deficient meal and rest periods, and reflected incorrect hours worked due to the failure to compensate off-the-clock work all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. The wage statements provided to Employees were thus confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Employees.

87. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

88. Upon information and belief, Defendant PRO-DEX is and has been a client employer within the definition of Labor Code § 2810.3. Therefore, TALENT STAFFING SOLUTIONS , the labor contractor, must share all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and the Class Members, with PRO-DEX, including the premium penalty wages owed for Defendants' failure to provide meal periods.

89. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

VIOLATIONS OF LABOR CODE §§ 245, 246

(Against All Defendants)

90. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

91. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terns, and rate of compensation set forth in said law. At times relevant, Defendants have failed to compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(1).

92. Labor Code § 246(a) states: "(a) An employer who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section."

93. Labor Code § 246(b)(1) states: "an employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section." Labor Code § 246 goes on to describe how employers can remain compliant with Labor Code § 246.

94. Labor Code § 246(i) states in pertinent part: "An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statements described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited".

95. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, during the relevant time period:

(a) Administered a uniform company policy and practice as to the pay policies regarding Plaintiff and the members of the Sick Pay Class; and

(b) Failed to provide Plaintiff and the members of the Sick Pay Class paid sick days in a manner that fully complies with Labor Code § 246.

96. Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by the members of the Sick Pay Class, in a civil action, to the extent allowed by law.

97. Therefore, Plaintiff and the Sick Pay Class seek to recover penalties pursuant to Labor Code §§ 245, 246.

SEVENTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174 AND 1174.5

(Against All Defendants)

98. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

99. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any

employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

100. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Employees as required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages and overtime as discussed above.

101. Upon information and belief, Defendant PRO-DEX is and has been a client employer within the definition of Labor Code § 2810.3. Therefore, TALENT STAFFING SOLUTIONS , the labor contractor, must share all civil legal responsibility and civil liability for the keeping required payroll records for all wages earned by Plaintiff and the Class Members, with PRO-DEX.

102. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES

IN VIOLATION OF LABOR CODE § 2802

(Against All Defendants)

103. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

104. Under Labor Code § 2802(a) an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

105. Employees incurred necessary expenditures in the performance of their job duties for Defendants, namely the cost of personal cell phone usage, back brace, non-slip shoes, and the cost of tools and equipment, like tweezers, which were necessary to perform their duties under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

106. Upon information and belief, Defendant PRO-DEX is and has been a client employer within the definition of Labor Code § 2810.3. Therefore, TALENT STAFFING SOLUTIONS , the labor contractor, must share all civil legal responsibility and civil liability for the payment of all necessary business expenses incurred by Plaintiff and the Class Members, with PRO-DEX.

107. As a result of the unlawful acts of Defendants, Employees have been deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

NINTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 203

(Against All Defendants)

108. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

109. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

110. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation. For example, Plaintiff was terminated and was not paid wages due at the time of her termination. Plaintiff received payment approximately 11 days later and was not paid waiting time penalties. Plaintiff's final wages paid also failed to include wages for the off-the-clock work discussed above.

111. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

112. Upon information and belief, Defendant PRO-DEX is and has been a client employer within the definition of Labor Code § 2810.3. Therefore, TALENT STAFFING SOLUTIONS , the labor contractor, must share all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and the Class Members, with PRO-DEX.

113. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties

under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

TENTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ*.

(Against All Defendants)

114. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

115. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq*. The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

116. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

117. Business & Professions Code § 17200 *et seq*. prohibits unlawful and unfair business practices.

118. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal and rest periods, etc., are fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower costs to themselves by failing to comply with minimum labor standards.

119. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq*.; which conduct has deprived Plaintiff,

and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges guaranteed to all employees under the law.

120. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of the Business & Professions Code § 17200 *et seq*.

121. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore their conduct violates the Business & Professions Code § 17200 *et seq*.

122. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

123. Unless restrained by this Court, Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

ELEVENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ*.

(Against All Defendants)

124. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

125. Plaintiff and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants ("Aggrieved Employees") during the relevant time period.

126. In failing to pay Aggrieved Employees minimum wages and overtime, not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and

failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders.

127. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, inter alia, on the following California Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

128. More specifically, after complying with the notice procedures of Labor Code § 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,

558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Provide Sick Days: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections: For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

129. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks the penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages…

(b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,

and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

130. Plaintiff has exhausted her administrative remedies by submitting a certified letter to the LWDA and Defendants on July 1, 2026 (LWDA-CM-1188043-26) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;

2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;

3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;

4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;

5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient rest period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;

6. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;

7. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;

8. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;

9. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

10. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204;

11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

12. For damages and civil penalties as appropriate under Labor Code §§ 1198 and 1199 and paragraphs 15 and 20 of the applicable IWC Wage Orders for Defendants' failure to maintain reasonable temperatures in the workplace, as may be proven;

13. For penalties pursuant to Labor Code § 1174.5, as may be proven;

14. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq*., including disgorgement or profits, as may be proven;

15. For penalties pursuant to Labor Code § 2698 *et seq*., as may be proven;

16. For penalties under Labor Code § 558, as may be proven;

17. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;

18. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;

19. For all general, special, and incidental damages as may be proven;

20. For an award of pre-judgment and post-judgment interest;

21. For an award providing for the payment of the costs of this suit;

22. For an award of attorneys' fees; and

23. For such other and further relief as this Court may deem proper and just.

DATED: October 23, 2026

D.LAW, INC.

By _____

Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff
OLGA GUERRA ROSTRO
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: October 23, 2026

D.LAW, INC.

By _____

Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff
OLGA GUERRA ROSTRO
and the putative class

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 250 N Madison Avenue, 2nd Floor, Pasadena, CA 91101, which is located in Los Angeles County, where the service herein occurred.

On the date of execution hereof, I caused to be served the following attached document:

FIRST AMENDED CLASS ACTION COMPLAINT

on the interested parties in this action, addressed as follows:

Attorneys for Defendant TALENT STAFFING SOLUTIONS, INC. Dba Primary Staffing Source:
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using the following service method(s):

X VIA PROCEED E-SERVICE: A true and correct copy of the foregoing document(s) was electronically served on counsel of record by transmission through Proceed electronic service.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on **October 23, 2026**, at Pasadena, California.

Akiko Iwata
Akiko Iwata