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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

MICHAEL WALTER BASSETT, individually, and on behalf of himself and all others similarly situated, Plaintiff, v. THE GAP, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. *Assigned for All Purposes To:* Hon. Dept.: **[PROPOSED] COMPLAINT FOR DAMAGES FOR:** **Civil Penalties Under Private Attorneys' General Act, Labor Code Section 2698 *et seq.***

COMES NOW, Plaintiff MICHAEL WALTER BASSETT ("Plaintiff"), individually, and in his representative capacity as a private attorney general, asserts claims against Defendant THE GAP, INC., a Delaware corporation, and DOES 1 through 50, inclusive (collectively "The Gap" or "Defendants") as follows:

INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys' General Act of 2004 ("PAGA"), Cal. Lab. Code section 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of themselves and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. Plaintiff brings this action pursuant to the PAGA on a representative basis on behalf of all non-exempt, hourly employees who are or were employed by Defendants in the State of California and who received at least one wage statement at any time (the "Aggrieved Employees") from one year prior to the filing of the PAGA notice to the conclusion of this action.

3. Plaintiff brings this action on behalf of himself and the Aggrieved Employees to recover civil penalties and address Defendants' violations of the California Labor Code and the IWC Wage Orders.

4. Pursuant to *Huff v. Securitas Services*, 23 Cal. App. 5^{th} 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the Complaint has standing to pursue penalties on behalf of the state and not only for that violation, but for violations affecting other employees as well. Accordingly, Plaintiff, Michael Walter Bassett, has standing to pursue penalties on behalf of the state of violations affecting all the aggrieved employees working for Defendants, regardless of their classification, job title, or locations in California.

5. In this case, Defendants violated various provisions of the California Labor Code and IWC Wage Orders. Defendants' violations include: (1) Failure to Pay All Earned Wages; (2) Failure to Provide Lawful Meal Periods; (3) Failure to Authorize and Permit Rest Periods; (4) Failure to Reimburse Necessary Business Expenses; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Timely Pay Wages Owed at Separation; and (7) Failure to Furnish with Accurate Itemized Wage Statements.

6. This action is timely because Plaintiff suffered from a violation or numerous violations of the California Labor Code within one year of the date on which a PAGA notice was sent to the LWDA via online submission. More than 65 days have passed, and no response has been received by the LWDA. Plaintiff thereby satisfied the notice requirement under the statute and is permitted to proceed with this action in a representative capacity.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to the California Constitution Article VI §10, which grants the California Superior Court original jurisdiction in all causes except those given by statute to other courts.

8. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

9. Venue is proper in this Court pursuant to Code of Civil Procedure section 395 because Plaintiff was employed by Defendants at their retail store located in Roseville, California, within Placer County, and the Labor Code violations alleged herein occurred, in substantial part, in Placer County. Defendants also transact business within this County.

PARTIES

10. The Gap, Inc., is a Delaware corporation in good standing that is authorized to do business throughout the state of California. The Gap's headquarters are located at 2 Folsom Street, San Francisco, CA 94105.

11. The Gap is an apparel and accessories retail store. Their services include the sale of clothing, footwear, accessories, and other related products. On information and belief, The Gap operates at over 50 locations throughout California.

12. Plaintiff Michael Walter Bassett is and during the liability period has been, a resident of California.

13. Plaintiff was employed by Defendants during the liability period as an hourly, non-exempt employee. Specifically, Plaintiff Michael Walter Bassett was employed as an Assistant Manager. Plaintiff's duties included sales operations, daily merchandising, customer service, and the hiring and training of employees. Plaintiff was scheduled for five (5) days per week, for forty (40) or more hours

per week, at a rate of about twenty-seven dollars and seventy-five cents ($27.75) per hour.

14. Plaintiff and the members of the aggrieved group were employed, directly or indirectly, by Defendants as non-exempt employees in the State of California from one year prior to the filing of the PAGA notice to the conclusion of this action.

15. Whenever in the Complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

16. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will seek leave of court to amend the Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

17. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants are liable to the extent of the liability of the Defendants as alleged herein.

18. Plaintiff is further informed and believes, and thereon alleges, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in the Complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this Complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in the Complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

19. During the relevant time frame, Defendants compensated Plaintiff and the Aggrieved

Employees based upon an hourly wage.

20. Plaintiff and the Aggrieved Employees were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

21. During the relevant period, Plaintiff Michael Walter Bassett was employed by the Defendants in an hourly, non-exempt position from July 2009 to December 2025. Specifically, he held the position of Assistant Manager. He was scheduled to work five (5) days per week and eight (8) hours per day, but typically worked more than eight (8) hours in a day.

22. The Aggrieved Employees provided services as employees of Defendants throughout the state of California during the liability period.

23. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

24. All Aggrieved Employees, including Plaintiff, are similarly situated in that they are all subject to Defendants' uniform policies and systemic practices as specified herein.

25. Plaintiff and the Aggrieved Employees were not paid for all hours worked because employees were required to work off-the-clock.

26. Defendants knew or should have known that Plaintiff and the Aggrieved Employees were to be compensated for off-the-clock work. They also knew or should have known that they were working off-the-clock and should have been compensated for this time at the regular rate.

27. Defendants required Plaintiff and the Aggrieved Employees to perform work-related duties off-the-clock before clocking in for their scheduled shifts. For instance, Plaintiff worked opening shifts. On opening shifts, Plaintiff had to deactivate the alarm while using his personal cell phone to scan a QR code and put in the code for the alarm every day. On information and belief, Plaintiff spent up to two minutes deactivating the alarm. Further, approximately three times per week, Plaintiff was required to wait five minutes for another associate to open the door. However, on occasions, Plaintiff would wait up to fifteen minutes for another associate. This waiting period was done off-the-clock. As a result, Plaintiff was required to clock in late to his scheduled shifts.

28. The pre-shift activities described above, including waiting to enter the store, deactivating the alarm, scanning required QR codes, and completing other opening procedures, were integral and indispensable to Plaintiff's principal job duties, were performed for Defendants' benefit, and constituted compensable hours worked under California law.

29. Defendants also required Plaintiff and the Aggrieved Employees to perform work-related duties off-the-clock, such as driving. For example, Defendants required Plaintiff and the Aggrieved Employees to drive during work hours to pick up supplies for Defendant's benefit. Defendants would give Plaintiff a prepaid card of about forty-five dollars per month to go buy supplies for the store. On information and belief, Plaintiff was sometimes partially paid for the time he spent driving. On information and belief every one of Defendants' stores has a practice of not fully compensating Aggrieved Employees for this time spent purchasing items every month.

30. Defendants also required the use of personal cell phones for work-related activities, such as responding to work-related calls and text messages from management and/or coworkers every day. Plaintiff was required to use his personal cell phone for work-related activities one to two hours per week while off-the-clock. Despite knowing or having reason to know that Plaintiff and the Aggrieved Employees were performing this work, Defendants failed to accurately compensate them for all time worked.

31. As a direct result of Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to perform compensable off-the-clock work without compensation, Plaintiff and the Aggrieved Employees were not paid all wages earned, including at least the applicable minimum wage for every compensable hour worked. California law requires employers to pay employees at least the applicable minimum wage for each compensable hour worked, and compliance with the minimum wage requirements cannot be achieved by averaging wages across hours worked. Further, to the extent Plaintiff and the Aggrieved Employees worked more than eight (8) hours in a workday or forty (40) hours in a workweek, Defendants failed to compensate them for all overtime hours worked because the uncompensated off-the-clock work was excluded from the calculation of hours worked. Accordingly, Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all compensable hours worked resulted in violations of California's minimum wage and overtime laws.

32. Plaintiff and the Aggrieved Employees were regularly required to work shifts in excess of

ten (10) hours without being provided lawful second meal periods as required by law.

33. Indeed, during the relevant time, as a consequence of Defendants' uniform practices and work demands, Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant, uninterrupted 30-minute meal periods as required by law. For example, Plaintiff and the Aggrieved Employees had interrupted and/or late meal periods due to updates, interruptions, and/or demands from supervisors and managers during their meal periods. On information and belief, Plaintiff was provided late and/or interrupted meal breaks approximately three times per week. For instance, Plaintiff worked during his meal breaks without completing his timely, legally compliant, uninterrupted 30-minute meal periods. Additionally, Plaintiff and the Aggrieved Employees were not authorized and permitted to take all required meal periods, including second meal periods when working shifts in excess of ten (10) hours.

34. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees, one additional hour of pay at their regular rate as required by California law, including Labor Code 226.7 and the applicable IWC Wage Orders, when meal periods were not timely or lawfully provided in a compliant manner.

35. Plaintiff is informed and believes, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

36. Plaintiff and the Aggrieved Employees were regularly not authorized or permitted to take a third net ten (10)-minute paid rest period on shifts in excess of ten (10) hours, in violation of Labor Code 226.7 and applicable IWC Wage Orders.

37. In addition, during the relevant time frame, Plaintiff and the Aggrieved Employees were systematically not authorized and permitted to take one net ten (10)-minute paid, rest period for every four (4) hours worked or major fraction thereof, in violation of Labor Code 226.7 and applicable IWC Wage Orders.

38. Defendants maintained and enforced scheduling, staffing, and imposed workload practices that frequently required Plaintiff and the Aggrieved Employees to forego their lawful, paid rest periods of a net ten (10)-minutes for every four (4) hours worked or major fraction thereof. Such requisite

rest periods were not timely authorized or permitted. Plaintiff was frequently interrupted during his rest breaks and was often required to perform work-related duties during purported rest periods. Further, on information and belief, Plaintiff was required to work during or otherwise experienced interrupted rest breaks approximately one to two times per week. Additionally, Plaintiff and the Aggrieved Employees were not authorized and permitted to take all required rest periods, including third rest periods when working shifts in excess of ten (10) hours.

39. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff, and on information and belief, did not pay the Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC Wage Order, for each day on which lawful rest periods were not authorized and permitted.

40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

41. In addition, during purported meal and rest periods, Plaintiff and the Aggrieved Employees were not relieved of all duty as required by law. By way of example, due to Defendants' staffing and workload practices Plaintiff and the Aggrieved Employees could not leave work duties during their meal and rest periods that prevented them from taking compliant, uninterrupted breaks. Work demands, uniform practices, and requirements made taking breaks impracticable in many instances so they were not provided. For instance, Plaintiff was interrupted three times per week during purported meal periods due to Defendants' staffing and workload practices as he was required to assist customers as a result of short staffing.

42. Defendants also required Plaintiff and the Aggrieved Employees to incur necessary business expenses in direct consequence of the discharge of their job duties without reimbursement, in violation of Labor Code section 2802. For example, Defendants required Plaintiff and the Aggrieved Employees to use their personal cell phones to perform work-related tasks, including responding to work-related calls and text messages from supervisors and coworkers, scanning required QR codes, accessing work-related systems necessary to open the store, and performing other work-related communications and duties. Plaintiff and the Aggrieved Employees incurred costs associated with voice, text, and data services for Defendants' benefit and at Defendants' direction. Defendants failed to reimburse Plaintiff

and, on information and belief, similarly failed to reimburse the Aggrieved Employees for these necessary business expenses.

43. Despite the above-mentioned reimbursement violations, Defendants failed to reimburse Plaintiff and the Aggrieved Employees for the use of their personal cell phones incurred for Defendants' benefit. As a result of Defendants' policies and practices, Defendants failed to reimburse Plaintiff and the Aggrieved Employees for all necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, thereby subjecting Defendants to civil penalties pursuant to Labor Code § 2699.

44. At the time of separation, Defendants failed to timely pay Plaintiff and, on information and belief, similarly failed to timely pay other Aggrieved Employees all wages owed, including unpaid minimum wages owed for off-the-clock work, regular wages, overtime wages, nondiscretionary bonuses, and meal and rest period premium wages. In addition, Plaintiff did not receive his monthly bonus of approximately $400 at the time of separation. Plaintiff is informed and believes, and thereon alleges, that Defendants knowingly and willfully failed to timely pay these wages despite their obligations under Labor Code sections 201, 202, and 203.

45. In addition, Defendants failed to provide accurate, lawful wage statements as the wage statements omitted information required by Labor Code section 226(a), including but not limited to, minimum wages owed for off-the-clock work, regular wages, overtime wages, nondiscretionary bonuses, as well as all meal and rest period premiums owed, from Plaintiff and the Aggrieved Employees wage statements. Plaintiff and the Aggrieved Employees received paystubs that did not accurately reflect all wages owed, in violation of the California Labor Code and applicable IWC Wage Orders.

46. Plaintiff and the Aggrieved Employees are covered by applicable California IWC Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et seq.*

FAILURE TO PAY ALL EARNED WAGES

47. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

48. Labor Code section 1194(a) provides that any employee receiving less than the wages owed, including applicable premium compensation, is entitled to recover in a civil action the unpaid

balance of the full amount of this compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

49. Labor Code section 1197 provides that the minimum wage for employees fixed by the applicable IWC Wage Order is the minimum wage that must be paid to employees, and the payment of a lesser wage than the established minimum is unlawful. Further, pursuant to the applicable IWC Wage Order and Labor Code, Plaintiff and the Aggrieved Employees were entitled to receive at least the applicable minimum wage for each hour worked, and compliance with the minimum wage requirements cannot be achieved by averaging wages across hours worked.

50. Labor Code section 510 codifies the right to overtime compensation at the rate of one and one-half (1.5) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week. At all times relevant, the applicable IWC Wage Orders governing Plaintiff's and the Aggrieved Employees' employment by Defendants required Defendants to pay overtime compensation in accordance with Labor Code section 510.

51. During all relevant periods, the California Labor Code and Wage Orders required that Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all hours worked.

52. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

53. At all times relevant, Plaintiff and the Aggrieved Employees consistently worked hours for which they were not paid because they were consistently required to perform work activities off-the-clock, during which time they were under Defendants' control and were suffered or permitted to work without compensation.

54. In addition, Plaintiff and the Aggrieved Employees worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving overtime compensation at the required rates of one and one-half (1.5) times their regular rate of pay, in violation of Labor Code section 510 and applicable IWC Wage Orders.

55. Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to perform compensable off-the-clock work without compensation resulted in their failure to pay all wages

earned, including the failure to pay at least the applicable minimum wage for every compensable hour worked and overtime compensation where required, in violation of Labor Code sections 510, 558, 1194, 1197, 1198, and the applicable IWC Wage Orders, thereby subjecting themselves to civil penalties recoverable pursuant to the provisions of the California Labor Code, including PAGA.

FAILURE TO PROVIDE LAWFUL MEAL PERIODS

56. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

57. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Further pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing a second meal break of not less than thirty (30)-minutes, except that if the total hours worked do not exceed twelve (12) hours the second meal period may be waived by mutual consent of the employer and the employee, provided the first meal period was not waived.

58. On information and belief, Plaintiff and Aggrieved Employees did not waive their rights to meal periods under the law, including second meal periods.

59. Plaintiff and the Aggrieved Employees were not provided lawful off-duty meal periods as required by Labor Code section 512.

60. As a consequence of Defendants' policies and practice, requirements, demands, coverage and staffing, Plaintiff and the Aggrieved Employees were often required to forego such meal periods, take shortened meal periods, endure interruptions, and otherwise work during their meal periods.

61. Upon information and belief, Plaintiff and the Aggrieved Employees were not paid one hour of pay at their regular rate for each day that a meal period was not lawfully provided.

62. As a proximate result of the aforementioned violations, Plaintiff and the Aggrieved Employees have been damaged in an amount according to proof at time of trial.

63. Pursuant to Labor Code § 226.7, Plaintiff and Aggrieved Employees are entitled to recover one (1) hour of premium pay at the regular rate for each workday on which a compliant meal period was

not provided.

64. As a result of Defendants' unlawful conduct, Defendants violated Labor Code sections 218.6, 226.7, 512, and the applicable IWC Wage Order(s), thereby subjecting Defendants to civil penalties recoverable pursuant to the provisions of the California Labor Code, including PAGA.

FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS

65. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

66. Pursuant to the IWC Wage Orders applicable to Plaintiff and the Aggrieved Employees' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period…. [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.… Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

67. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

68. Defendants were required to authorize and permit employees such as Plaintiff and the Aggrieved Employees to take rest periods during shifts in excess of three and one-half (3.5) hours, based upon the total hours worked at a rate of ten (10)-minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

69. Despite said requirements of the IWC Wage Orders applicable to Plaintiff and the Aggrieved Employees' employment with Defendants, Defendants failed to authorize and permit Plaintiff and the Aggrieved Employees to take a lawful, third net ten (10)-minute rest period on shifts exceeding ten (10) hours. As a result, Plaintiff and the Aggrieved Employees were not authorized and permitted to take all required rest periods, including third rest periods when working shifts in excess of ten (10) hours.

70. Despite said requirements of the IWC Wage Orders applicable to Plaintiff and the Aggrieved Employees' employment with Defendants, Defendants failed and refused to authorize and permit Plaintiff and the Aggrieved Employees to take a lawful, net ten (10)-minute rest period for every four (4) hours worked, or major fraction thereof, including a third rest period for more than ten (10) hours worked in a workday. For example, Plaintiff was frequently interrupted during his rest breaks and was

often required to perform work related duties during purported rest periods. Further, on information and belief, Plaintiff was required to work during or otherwise experienced interrupted rest breaks approximately one to two times per week.

71. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay for each day that a rest period violation occurred. On information and belief, other Aggrieved Employees endured similar violations as a result of Defendants' rest period policies and practices and Defendants did not pay said Aggrieved Employees premium pay as required by law.

72. Defendants willfully violated Labor Code section 226.7 and applicable IWC Wage Orders by failing to authorize and permit Plaintiff and other Aggrieved Employees to take compliant net ten (10)-minute rest periods for every (4) hours worked, or major fraction thereof, and by failing to provide premium pay for missed, interrupted, or otherwise noncompliant rest periods.

73. As a result of Defendants' unlawful conduct, Defendants violated Labor Code sections 226.7, and the applicable IWC Wage Order(s), thereby subjecting Defendants to civil penalties recoverable pursuant to the provisions of the California Labor Code, including PAGA.

FAILURE TO REIMBURSE NECESSARY EXPENSES

74. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

75. Labor Code § 2802 requires Defendants to indemnify Plaintiff and the Aggrieved Employees for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

76. Plaintiff and the Aggrieved Employees were required to incur necessary business expenses in the discharge of their job duties, including the required use of personal cell phones for work-related calls, text messages, QR code authentication, opening procedures, and other work-related communications and tasks, for which Defendants failed to provide reimbursement.

77. Upon information and belief, Defendants maintained policies and practices of failing to reimburse Plaintiff and the other similarly situated employees for necessary business expenses incurred in the discharge of their job duties.

78. As a result of Defendants' unlawful conduct, Plaintiffs and the Aggrieved Employees incurred out-of-pocket expenses for which they were not reimbursed. Defendants' failure to reimburse these necessary expenses violated Labor Code section 2802.

79. As a result of Defendants' unlawful conduct, Defendants violated Labor Code section 2802, thereby subjecting Defendants to civil penalties recoverable pursuant to the provisions of the California Labor Code, including PAGA.

FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

80. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

81. California Labor Code section 204 requires that all wages earned by an employee are due and payable at least twice during each calendar month.

82. During all relevant periods, Defendants failed to timely pay all wages earned and due to Plaintiff and the Aggrieved Employees within the time required by California law, including all applicable minimum wages owed for off-the-clock work, regular wages, overtime wages, nondiscretionary bonuses, and meal and rest period premium wages.

83. Defendants' failure to timely pay wages was the result of uniform policies and practices applicable to Plaintiff and the Aggrieved Employees.

84. As a result of Defendants' violations of Labor Code section 204, Plaintiff and the Aggrieved Employees are entitled to civil penalties pursuant to Labor Code section 210.

85. As a result of Defendants' unlawful conduct, Defendants violated Labor Code section 204, thereby subjecting Defendants to civil penalties recoverable pursuant to the provisions of the California Labor Code, including PAGA.

FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION

86. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

87. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages due within seventy-two (72) hours of separation of employment.

88. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

89. Plaintiff and the Aggrieved Employees earned wages, including minimum wages for off-the-clock work, regular wages, overtime wages, nondiscretionary bonuses, and meal and rest period

premium wages, that were not timely paid upon separation.

90. In addition, irrespective of any derivative violation, Defendants failed to timely pay Plaintiff and, upon information and belief, other Aggrieved Employees earned compensation at the time of termination despite their obligations under Labor Code 201 and 202.

91. More than thirty (30) days have passed since affected Aggrieved Employees have left Defendants' employ, and on information and belief, they have not received payment pursuant to Labor Code § 203.

92. Plaintiff and the Aggrieved Employees are thus entitled to 30 days' wages as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS

93. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

94. Labor Code section 226(a) reads in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee… (4) all deductions… (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and 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 each the pay period and the corresponding number of hours worked at each hourly rate by the employee….".

95. Defendants knowingly and intentionally failed to furnish Plaintiff with accurate, itemized wage statements in violation of California Labor Code section 226. At all relevant times, Defendants controlled the preparation, content, and issuance of Plaintiff's wage statements and knowingly furnished wage statements that omitted and/or inaccurately stated information required by section 226(a), including but not limited to, minimum wages for off-the-clock work, regular wages, overtime wages, nondiscretionary bonuses, and all meal and rest period premiums owed. Defendants' violations were

knowing and intentional because they knowingly provided wage statements containing inaccurate or incomplete information, regardless of whether they specifically intended to violate the Labor Code. As a result of Defendants' actions, Plaintiff was prevented from promptly and easily determining whether they had been properly compensated.

96. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and still do not furnish each Aggrieved Employee with an accurate itemized statement in writing accurately reflecting all of the required information. Here, Defendants have failed to provide accurate itemized wage statements as a consequence of the above-specified violations for failure to accurately pay all minimum wages for off-the-clock work, regular wages, overtime wages, nondiscretionary bonuses, and meal and rest period premiums owed.

97. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed above, Plaintiff and the Aggrieved Employees are each entitled to recover up to a maximum of $4,000.00, along with an award of costs and reasonable attorneys' fees.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE SECTION 2698 *ET SEQ.*

98. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

99. Plaintiff gave timely written notice by online submission to the LWDA and by certified mail to Defendants of Defendants' violations of numerous provisions of the California Labor Code and the IWC Wage Orders as alleged in this Complaint.

100. Plaintiff Michael Walter Bassett, is an "aggrieved employee" as defined in Labor Code Section 2699(A), as he was employed by Defendants during the statutory period and suffered one or more of the Labor Code violations set forth herein. He seeks to recover for himself and all other current and former aggrieved employees of Defendants the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

101. Sixty-five (65) days have passed, and no response has been received from the LWDA. Accordingly, the LWDA has permitted Plaintiff to proceed in a representative capacity.

102. Plaintiff has exhausted all administrative procedures required of them under the Labor Code §§2698, 2699, 2699.3, and as a result, is justified as a matter of right in bringing forward this cause of action.

103. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint.

104. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Class certification of the PAGA claims is not required.

105. Pursuant to Labor Code section 2698 et seq. and 2699(a), Plaintiff seeks to recover civil penalties for which Defendants are liable due to numerous Labor Code and Wage Order violations as set forth in this Complaint.

106. Specifically, Plaintiff, on behalf of themself and the Aggrieved Employees, seeks penalties under Labor Code §2699, for, without limitation, the claims set forth herein, including:

a. Defendants' failure to comply with Labor Code sections 510, 1194, 1197, and 1198, and the applicable IWC Wage Orders, by failing to pay minimum wages, overtime wages, and wages for all compensable off-the-clock work;

b. Defendants' failure to comply with the requirement of Labor Code §§204 to pay, without condition and within the time set by the applicable article, all wages, or parts thereof;

c. Defendants' failure to comply with the requirement of Labor Code §§201 and 202 to pay wages due to former employees;

d. Defendants' failure to comply with the requirement of Labor Code §203 to pay waiting time penalties to former employees;

e. Defendants' failure to comply with the requirement of Labor Code §226.7, 512, and IWC Wage Orders to provide timely, uninterrupted 30 minute off-duty meal periods, including second meal periods;

f. Defendants' failure to comply with the requirement of Labor Code §226.7, and IWC Wage Orders to pay one hour of premium pay at the regular rate for each lawful meal break that was not provided;

g. Defendants' failure to comply with the requirement of Labor Code §226.7, and IWC Wage Orders to authorize and permit a ten (10) minute rest break for every four (4) hours worked, including third rest breaks;

h. Defendants' failure to comply with the requirement of Labor Code §§226.7, and IWC Wage Orders to pay one hour of premium pay at the regular rate for each statutorily required rest break that was not lawfully authorized and permitted;

i. Defendants' failure to provide accurate compliant wage statements under Labor Code section 226; and

j. Defendants' failure to comply with the requirement of Labor Code §2802 to reimburse necessary business expenses incurred.

107. Plaintiff seeks civil penalties for Defendants' violation of Labor Code provisions for which a civil penalty is specifically provided, including but not limited to the following:

a. Pursuant to Labor Code §210, for violations of Labor Code §204, Defendant is subject to a civil penalty in the amount of one hundred dollars ($100) for the initial violation for each failure to pay each employee and two hundred ($200) per employee for violations in subsequent pay periods plus 25% of the amount unlawfully withheld.

b. Pursuant to Labor Code §226.3, for violations of Labor Code §226 (a) Defendant is subject to a civil penalty in the amount of two hundred and fifty dollars ($250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars ($1,000) per aggrieved employee for violations in subsequent pay period.

c. Pursuant to Labor Code §558(a), "[a]ny employer or other person acting on behalf of an employer who violated, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission," including Labor Code §§ 510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided by law, of fifty dollars ($50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid and one hundred dollars ($100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid.

d. Pursuant to Labor Code §1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

108. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under Labor Code §§2698 et seq. and 2699 because of Defendants' violation of numerous provisions of the California Labor Code and IWC Wage Orders.

109. Under Labor Code §2699, Plaintiff and the Aggrieved Employees are entitled to $100 for any initial violation and $200 for all subsequent violations of the above-mentioned provisions of the California Labor Code.

110. Under Labor Code §2699, Plaintiff and the Aggrieved Employees should be awarded thirty-five percent (35%) of all penalties due under California Law, interest, attorneys' fees and costs.

111. Under Labor Code §2699, the State of California should we awarded sixty-five percent (65%) of the penalties due under California Law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq. for the violations specified above;
2. For penalties under Labor Code sections 226.3, 1197.1, and 2699(a) and (f);
3. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§226, 1194, 2699, and/or Code of Civil Procedure §1021.5, and/or any other applicable provisions providing for attorneys' fees and costs; and

5. For such other and further relief as the Court deems proper.

Respectfully submitted,

Dated: July 6, 2026

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JAMES HAWKINS, APLC
James R. Hawkins, Esq.
Vikram J. Kapoor, Esq.

Attorneys for Plaintiff MICHAEL WALTER BASSETT, on behalf of himself and all others similarly situated