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**FILED**  
Superior Court of California  
County of Los Angeles  
**11/25/2025**

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JESUS OLMOS and RAVEN LYNCH, on  
behalf of themselves and all persons  
similarly situated,

PLAINTIFFS,

vs.

J.K. RESIDENTIAL SERVICES, INC., a  
California Corporation, and DOES 1  
through 50, inclusive,

DEFENDANTS.

**Case No. 24STCV26781**

*[Assigned for all purposes to Honorable  
Carolyn B. Kuhl, Dept. 12]*

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES AND  
PENALTIES**

- 1. WILLFUL MISCLASSIFICATION IN VIOLATION OF LABOR CODE §226.8, 2753;**
- 2. FAILURE TO PAY OVERTIME WAGES;**
- 3. FAILURE TO PAY MINIMUM WAGES;**
- 4. FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE §§ 226.7 AND 512;**
- 5. FAILURE TO KEEP ACCURATE AND PROVIDE ITEMIZED WAGE STATEMENTS IN VIOLATION OF LABOR CODES § 226 AND THE I.W.C. WAGE ORDERS;**
- 6. FAILURE TO PAY WAITING TIME PENALTIES IN VIOLATION OF LABOR CODE § 201, 202, AND 203;**
- 7. FAILURE TO TIMELY PAY EARNED WAGES IN VIOLATION OF LABOR CODES § 204 AND 210**
- 8. FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF**

**LABOR CODE § 226.7 AND THE  
I.W.C. WAGE ORDERS**

- 9. FAILURE TO REIMBURSE  
BUSINESS EXPENSES IN  
VIOLATION OF LABOR CODE §  
2800 AND 2802;**
- 10. FAILURE TO PAY REPORTING  
TIME PAY IN VIOLATION OF  
I.W.C. WAGE ORDERS;**
- 11. FAILURE TO PAY SPLIT SHIFT  
WAGES IN VIOLATION OF I.W.C.  
WAGE ORDERS;**
- 12. FAILURE TO PROVIDE NOTICE  
OF PAID SICK TIME AND  
ACCRUAL IN VIOLATION OF  
LABOR CODE §246;**
- 13. UNLAWFUL BUSINESS  
PRACTICES IN VIOLATION OF  
BUS. & PROF. CODE § 17200, *et seq.***
- 14. VIOLATION OF CALIFORNIA  
PRIVATE ATTORNEYS GENERAL  
ACT (“PAGA”) LABOR CODE §  
2698, *et seq.***

**DEMAND FOR JURY TRIAL**

Complaint Filed: October 14, 2024  
Trial Date: None set

PLAINTIFFS JESUS OLMOS and RAVEN LYNCH, on behalf of themselves and all other persons similarly situated (“Representative PLAINTIFFS” or “PLAINTIFFS”), allege as follows:

**INTRODUCTION**

1. This is Class Action, pursuant to California Code of Civil Procedure §382 on behalf of PLAINTIFFS and other non-exempt current and former employees employed by J.K. RESIDENTIAL SERVICES, INC. and DOES 1 through 50, inclusive, (“DEFENDANTS”). DEFENDANTS were employer of PLAINTIFFS in that they were operating as a joint enterprise and suffered and permitted PLAINTIFFS to work for them; controlled PLAINTIFFS’ hours and working conditions; controlled PLAINTIFFS’ wages; made the decision to hire PLAINTIFFS and had control of termination of a PLAINTIFFS’ employment and therefore employed

PLAINTIFFS. DEFENDANTS are hereinafter referred to as “DEFENDANTS.”

2. This is a civil action seeking recovery for DEFENDANTS’ violations of California Labor Code (“Labor Code”) including, but not limited to, §1194, et seq., §1197, §200 et seq., Labor Code §500 et seq., California Business and Professions Code (“B& PC”) §17000 et seq. and §17200, et seq., the applicable Wage Order(s) issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Order(s)”) and related common law principles.

3. PLAINTIFFS’ action seeks monetary damages, including, but not limited to, full restitution from DEFENDANTS as a result of DEFENDANTS’ unlawful, fraudulent and/or unfair business practices. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four (4) years preceding the filing of PLAINTIFFS’ complaint, up to and through the time of trial for this matter.

#### **RELEVANT EMPLOYEES**

4. The relevant employees are DEFENDANTS’ current and former employees, who were or are employed in California who were or are either misclassified and paid as independent contractors, or are paid on an hourly non-exempt basis during the time period of October 14, 2020 through the date of judgment.

5. The obligations and responsibilities of DEFENDANTS’ current and former non-exempt, hourly paid employees employed in California by DEFENDANTS are virtually identical from location to location and employee to employee.

6. Any differences in job activities between the different individuals in these positions were and are legally insignificant to the issues presented by this action.

#### **SUMMARY OF CLAIMS**

7. With regard to DEFENDANTS’ California based non-exempt, hourly paid current and former employees, DEFENDANTS have established a time keeping policy which does not compensate said employees for the time they actually worked. As a result, DEFENDANTS have failed to pay for all wages due including overtime wages for all hours worked and failed to pay the required minimum wage for all hours worked. Further, DEFENDANTS have failed to

provide timely uninterrupted 30-minute meal periods or to pay a premium payment in lieu thereof; failed to provide paid rest periods or to pay a premium payment in lieu thereof; failed to timely furnish accurate itemized wage statements; failed to reimburse for business expenses; violated Labor Code §203; failed to timely pay earned wages; failed to pay reporting time pay; failed to pay split shift wages; failed to provide notice of paid sick time and accrual; conducted unfair business practices; and individually caused labor code violations.

### **PARTIES**

8. REPRESENTATIVE PLAINTIFF JESUS OLMOS is an individual who resides in California and was employed by DEFENDANTS from on or about August 24, 2023 until on or about December 12, 2023.

9. REPRESENTATIVE PLAINTIFF RAVEN LYNCH is an individual who resides in California and was employed by DEFENDANTS from on or about August 2020 until on or about December 15, 2020.

10. REPRESENTATIVE PLAINTIFFS are informed and believe, and based on such information and belief, allege that at all times mentioned herein, J.K. RESIDENTIAL SERVICES, INC. is a California Corporation, licensed to do business and actually doing business in the State of California.

11. REPRESENTATIVE PLAINTIFFS are informed and believe, and based on such information and belief, allege that DEFENDANTS operate a company managing approximately 2,000 residential units throughout Southern California. Thus, DEFENDANTS are subject to the applicable California laws as alleged throughout this Complaint.

12. At all relevant times, DEFENDANTS were employers whose employees are engaged throughout the State of California and were the employer of PLAINTIFFS within the meaning of all applicable California state laws and statutes.

13. Representative PLAINTIFFS are unaware of the true names and capacities, whether corporate, individual, or otherwise, of DEFENDANTS named as DOES 1 through 50 inclusive. Pursuant to California Code of Civil Procedure section 474, Representative PLAINTIFFD will seek leave of court to amend this complaint to state said DEFENDANTS'

true names and capacities when the same have been ascertained. Representative PLAINTIFFS are informed and believe, and based on such information and belief, allege that said fictitiously-named DEFENDANTS are responsible in some manner for the injuries and damages to Representative PLAINTIFFS as further alleged herein. DEFENDANTS were joint employers of PLAINTIFFS in that they were operating as a joint enterprises and both suffered and permitted PLAINTIFF to work for each of them; controlled PLAINTIFF'S hours and working conditions; Controlled PLAINTIFFS' wages; DEFENDANTS made the decision to hire PLAINTIFFS and had control of PLAINTIFFS' employment and therefore jointly employed PLAINTIFFS.

14. Representative PLAINTIFFS are informed, believe, and thereupon allege, that at all times herein mentioned, DEFENDANT ratified each and every act or omission complained of herein.

15. DEFENDANTS, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint.

16. DEFENDANTS, and each of them, are now and/or at all times mentioned in this Complaint were, the agents, servants, and/or employees of some or all other DEFENDANTS, and vice versa, and in doing the things alleged in this Complaint, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control of DEFENDANT, and each of them.

17. DEFENDANTS are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

18. DEFENDANTS, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and was acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise.

19. DEFENDANTS, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions in proximately causing the

complaints, injuries, and/or damages alleged in this Complaint. DEFENDANTS, and each of them, at all times mentioned in this Complaint approved of, condoned, and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

20. DEFENDANTS, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other DEFENDANTS, thereby proximately causing the damages alleged in this Complaint.

21. PLAINTIFFS seek damages and penalties for unpaid wages, penalties and other compensation from DEFENDANTS for the relevant time period because DEFENDANTS have:

- a. misclassified their employees as independent contractors
- b. failed to pay all wages due including overtime wages for all hours worked;
- c. failed to pay the required minimum wage for all hours worked;
- d. failed to provide meal periods;
- e. failed to provide paid rest periods;
- f. failed to provide accurate wage statement(s);
- g. failed to provide itemized wage statement(s);
- h. failed to timely pay earned wages;
- i. violated Labor Code §§ 201, 202, 203;
- j. failed to reimburse for business expenses;
- k. failed to pay reporting time pay;
- l. failed to provide notice of paid sick time and accrual;
- m. Conducted unfair business practices; and
- n. Individually caused labor code violations.

#### **VENUE AND JURISDICTION**

22. Venue is proper under California Code of Civil Procedure section 395 and under California Government Code section 12965(b), in that PLAINTIFFS' injuries were incurred within the County of LOS ANGELES, the actions giving rise to Representative PLAINTIFFS'

complaint arose within the County of LOS ANGELES, and DEFENDANTS are located in the County of Los Angeles and/or do business in the County of LOS ANGELES.

23. Further, this class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by PLAINTIFFS exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

24. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

25. This Court has jurisdiction over DEFENDANTS because, upon information and belief, DEFENDANTS are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally availed themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

26. Venue is proper in this Court because, upon information and belief, DEFENDANT maintain offices, have agents, and/or transact business in the State of California, County of LOS ANGELES. The majority of the acts and omissions alleged herein relating to the other class members took place in the State of California, including the County of LOS ANGELES, which has the highest concentration of DEFENDANT’S offices, and therefore percipient witnesses, in the State of California.

27. The California Superior Court also has jurisdiction in this matter because the individual claims of the members of the Classes herein are under the seventy-five thousand (\$75,000) jurisdictional threshold for Federal Court and the aggregate claim is under the five million dollar (\$5,000,000) threshold of the Class Action Fairness Act of 2005 (“CAFA”). 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 Order(s), CCP, and Business & Profession Code.

**GENERAL ALLEGATIONS:**

28. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.

29. PLAINTIFFS bring this suit as a class action pursuant to CCP § 382, on behalf of individuals who are entitled to the monies unlawfully withheld by DEFENDANTS. This is a Class Action Complaint, on behalf of PLAINTIFFS and all other persons similarly situated who worked for DEFENDANTS in California from the earliest period in the applicable statute of limitations through judgment, as non-exempt, hourly employees for: (i) misclassification of employees as independent contractors in violation of Labor Code sections 226.8 and 2753; (ii) failure to pay straight and overtime compensation in violation of Labor Code sections 223, 510, 1194, and 1199; (iii) failure to pay minimum wages; (iv) failure to provide meal periods in violation of Labor Code sections 226.7 and 512; (v) failure to provide itemized wage statements in violation of Labor Code section 226; (vi) failure to keep accurate payroll records in violation of Labor Code sections 226 and the IWC Wage Orders; (vii) for failure to timely pay earned wages in violation of Labor Code sections 204 and 210; (viii) failure to pay waiting time penalties in violation of Labor Code section 203; (ix) failure to provide rest breaks; (x) failure to reimburse business expenses; (xi) failure to pay reporting time pay; (xii) failure to pay split shift wages; (xiii) failure to provide notice of paid sick time and accrual; (xiv) unlawful business practices in violation of Bus. & Prof. Code section 17200 *et seq.*; and (xv) individual liability for labor code violations.

30. For at least four (4) years prior to the filing of this complaint and through to the present, DEFENDANTS have had a consistent policy of misclassifying their employees as independent contractors. As a consequence, Defendants routinely fail to pay for all straight and overtime hours worked by the DEFENDANT'S non-exempt, hourly California employees in violation of California law, including, but not limited to, due to pre-shift, post-shift, and other off-the-clock work. DEFENDANTS have also automatically deducted 30 minutes of work time

each day from Representative PLAINTIFFS and the putative class members pay each day. Additionally, DEFENDANTS utilized a pay system which improperly rounded time to the detriment of the Representative PLAINTIFFS and the putative class members. DEFENDANTS rounded the actual time worked and recorded by Representative PLAINTIFF and the putative class members usually down, so that during the course of their employment, Representative PLAINTIFF and the putative class members were paid far less than they would have been paid had they been paid for their actual work time rather than rounded time. DEFENDANTS also failed to properly calculate the regular rate of pay for overtime, meal/rest premiums, paid sick leave, and reporting time pay.

31. For at least four (4) years prior to the filing of this complaint and through to the present, DEFENDANTS have had a consistent policy of failing to provide to its non-exempt, hourly employees with itemized wage statements that included all of the required categories of information. This included both not including at all one or more of the required categories, or including such categories but providing information therein that was not accurate.

32. Representative PLAINTIFFS, on behalf of themselves and all class members, bring this action pursuant to California Labor Code sections 203, 204, 223, 226, 226.7, 510, 1194, and 1199 seeking unpaid minimum, straight, and overtime wages, compensation for unprovided and/or legally inadequate meal and rest periods, reporting time pay, penalties, injunctive and other equitable relief, interest, and reasonable attorneys' fees and costs pursuant to Labor Code sections 218.5, 218.6 and 1194 and any and all other applicable law.

33. Representative PLAINTIFFS, on behalf of themselves and all class members, pursuant to Business and Professions Code sections 17200-17208, also seek injunctive relief, restitution, and disgorgement of all benefits DEFENDANTS enjoyed from their failure to correctly pay straight and overtime wages for all hours worked, unprovided meal periods, and any and all other injuries suffered as a result of the DEFENDANTS' failure to timely pay all wages due.

#### **STATEMENT OF FACTS**

34. DEFENDANTS employed PLAINTIFFS and other persons as hourly-paid, non-

1 exempt employees within the State of California.

2 35. DEFENDANTS had the authority to hire and terminate PLAINTIFF and the  
3 putative class members, to set work rules and conditions governing PLAINTIFF'S and the other  
4 class members' employment, and to supervise their daily employment activities.

5 36. DEFENDANTS directly hired and paid wages and benefits to PLAINTIFF and  
6 the putative class members.

7 37. DEFENDANTS continue to employ hourly-paid, non-exempt employees at their  
8 locations within the State of California.

9 38. PLAINTIFFS and the putative class members worked over eight (8) hours in a  
10 day, and/or forty (40) hours in a week during their employment with DEFENDANTS.

11 39. PLAINTIFFS are informed and believe, and based thereon allege, that  
12 DEFENDANTS knew or should have known that PLAINTIFFS and the putative class members  
13 were entitled to receive certain wages for overtime compensation and that they were not  
14 receiving wages for overtime and other compensation.

15 40. DEFENDANTS did not pay Representative PLAINTIFFS, the putative class  
16 members, and other aggrieved employees for all hours worked. The reasons that these  
17 employees were not paid for all hours worked include, but are not limited to, requiring  
18 employees to work off-the-clock, rounding time to employees' detriment, not allowing  
19 employees to clock in while working, automatically deducting time for legally inadequate meal  
20 periods, and improperly calculating hours worked and amounts due, including failing to pay all  
21 required wages at the regular rate of pay (whether overtime, meal/rest premiums, paid sick leave,  
22 or reporting time), such that employees were not paid for all time that they were subject to  
23 DEFENDANTS' control or that they were suffered or permitted to work.

24 41. DEFENDANTS did not provide Representative PLAINTIFFS, the putative class  
25 members, and other aggrieved employees with off-duty meal periods as required by California  
26 law. These shortcomings included, but were not limited to, having written policies that failed  
27 to inform employees of the meal period requirements, discouraging or preventing employees  
28 from taking off-duty meal periods, interrupting meal periods, failing to ensure adequate staffing

such that employees were too busy to take meal periods, not allowing employees to leave the premises during meal periods, and not accurately recording meal periods, such that employees were not relieved of duty and resulting in meal periods that were missed, short, or late.

42. PLAINTIFFS are informed and believe, and based thereon alleges, that DEFENDANTS knew or should have known the PLAINTIFFS and the putative class members were entitled to receive all meal periods or payments of one additional hour of pay at PLAINTIFFS' and the putative class members' regular rate of pay when a meal period was missed, and they did not receive all meal periods of payment of one additional hour of pay at PLAINTIFFS' and the other class members' regular rate of pay when a meal period was missed.

43. DEFENDANTS did not authorize and permit Representative PLAINTIFFS, the putative class members, and other aggrieved employees to take off-duty rest periods as required by California law. These shortcomings included, but were not limited to, having written policies that failed to inform employees of the rest period requirements, discouraging or preventing employees from taking off-duty rest periods, interrupting rest periods, failing to ensure adequate staffing such that employees were too busy to take rest periods, and not allowing employees to leave the premises during rest periods, such that rest breaks regularly failed to comply with California law.

44. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS knew or should have known that PLAINTIFFS and the other class members were entitled to receive all rest periods or payment of one additional hour of pay at PLAINTIFFS' and the other class members' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at PLAINTIFF and the other class members' regular rate of pay when a rest period was missed.

45. DEFENDANTS did not provide accurate itemized wage statements to employees. DEFENDANTS routinely failed to provide PLAINTIFF, the putative class members, and other aggrieved employees with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, overtime hours worked and paid, all deductions made, net wages earned, all applicable and accurate hourly rates in effect during each

1 pay period and the corresponding number of hours worked at each hourly rate, employer name  
2 and address, and inclusive dates of each pay period, in violation of California Labor Code § 226  
3 and §§ 6 and 7 of the applicable IWC Wage Orders. Finally, DEFENDANTS also failed to  
4 provide the amount of supplemental COVID-19 paid sick leave taken and available on its wage  
5 statements, all in violation of Labor Code §§ 226, 246, 248.1, 248.2 and 248.6.

6 46. In addition to directly failing to include the required categories of information,  
7 PLAINTIFFS assert a derivative theory of liability for inaccurate wage statements based on the  
8 same facts underlying her other causes of action. As just one example, the number of hours that  
9 the employees actually spent working for DEFENDANT that is listed on the wage statements is  
10 also incorrect because of DEFENDANT'S failure to record and compensate its employees for  
11 all the time that they are under the employer's control pursuant to the company's illegal rounding  
12 policy, and because DEFENDANT auto-deducted 30 minutes each day from their employees'  
13 pay for meal periods that were not provided. Thus, the total earnings and the number of hours  
14 listed on the employee's pay stubs are incorrect as they do not include the hours worked in the  
15 pay that the employees should have received. As another example, PLAINTIFFS' and the  
16 putative class members' wage statements also failed to list all applicable hourly rates in effect  
17 during the pay period and the corresponding number of hours worked at each hourly rate by  
18 these employees because of the DEFENDANTS' failure to pay overtime. Likewise,  
19 PLAINTIFF'S and the putative class members' wage statements also failed to pay and list split  
20 shift wages and paid sick time accrual.

21 47. PLAINTIFFS are informed and believe, and based thereon allege, that at all  
22 material times set forth herein, DEFENDANTS were advised by skilled lawyers and other  
23 professionals, employees, and advisors knowledgeable about California and federal labor and  
24 wage law and employment and personnel practices, and about the requirements of California  
25 and federal law.

26 48. PLAINTIFFS are informed and believe, and based thereon allege, that  
27 DEFENDANTS knew or should have known that PLAINTIFFS and the putative class members  
28 were entitled to receive all wages owed to them upon discharge or resignation, including

straight-time, overtime, minimum wages, and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

49. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS knew or should have known that PLAINTIFFS and the putative class members were entitled to receive all wages owed to them during their employment. PLAINTIFFS and the putative class members did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under the California Labor Code.

50. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS knew or should have known that DEFENDANTS had to keep complete and accurate payroll records for PLAINTIFFS and the putative class members in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

51. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANT knew or should have known that PLAINTIFFS and the putative class members were entitled to reimbursement for necessary business-related expenses, including, but not limited to, cell phone, mileage, and uniform reimbursement. However, DEFENDANTS did not reimburse employees for all necessary business-related expenses.

52. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANT knew or should have known that they had a duty to compensate PLAINTIFFS and the putative class members pursuant to California law, and that DEFENDANT had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to PLAINTIFFS and the putative class members that they were properly denied wages, all in order to increase DEFENDANTS' profits.

53. The California Supreme Court opinion in *Ferra v. Loews Hollywood Hotel, LLC* holds that, similar to the requirement that employers pay overtime at the "regular rate of pay" (which includes commissions, bonuses or other nondiscretionary pay), employers are required to pay meal and rest break premiums at a regular rate that includes commissions, bonuses or other non-discretionary pay. PLAINTIFFS allege that DEFENDANTS failed to include the non-

discretionary bonuses in its calculations for overtime pay and for meal and/or rest period penalties.

54. The California Supreme Court in *Naranjo v. Spectrum Security Services, Inc.* (Cal., May 23, 2022, No. S258966) held that missed-break premium pay is indeed wages subject to the Labor Code's timely payment and reporting requirements, and it can support section 203 waiting time penalties and section 226 wage statement penalties.

55. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly...for any wages or penalty due to him [or her] under this article."

### **CLASS ACTION ALLEGATIONS**

56. The putative classes PLAINTIFFs will seek to certify are currently composed of and defined as follows:

57. **Misclassification class.** All of DEFENDANTS' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) whom Defendant misclassified as Independent Contractors;

58. **Overtime Class.** All of DEFENDANTS' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) to whom DEFENDANTS failed to pay overtime wages (hereinafter, the "Overtime Class");

59. **Rounding Class.** All of DEFENDANTS' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that were subject to DEFENDANTS rounding policies and practices. (hereinafter, the "Rounding Class");

60. **Minimum Wage Class.** All of DEFENDANTS' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) to whom DEFENDANTS failed to pay minimum wages (hereinafter, the "Minimum Wage Class");

61. **Meal Period Class.** All of DEFENDANTS' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined,

supra) that were not provided a legally adequate meal period for each day in which such employees worked five (5) hours or more and were not provided compensation by DEFENDANT of one (1) hour of pay at their regular rate of compensation for each workday that a meal period was not provided (hereinafter, the “Meal Period Class”);

62. **Rest Period Class.** All of DEFENDANTS’ California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that were not provided a legally adequate rest period for each day in which such employees was not provided a 10-minute rest break for every four (4) hours of work, or every major fraction thereof as employees were not provided compensation by DEFENDANTS of one (1) hour of pay at their regular rate of compensation for each workday that rest breaks were not provided (hereinafter, the “Rest Period Class”);

63. **Auto-Deduct Class.** All of DEFENDANTS’ California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra), worked time that was automatically deducted from their pay (hereinafter, the “Auto Deduct Class”);

64. **Timely Payment Class.** All of DEFENDANTS’ California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that did not receive all wages owed to them on time in compliance with Labor Code Section 204.

65. **Waiting Time Penalties Class.** All of DEFENDANTS’ California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that did not receive all wages owed to them at the time of termination or resignation (hereinafter, the “LC203 Class”);

66. **Failure to Keep Accurate Pay Records Class.** All of DEFENDANTS’ California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) who were not provided with accurate and complete time keeping records that recorded all work periods, the total numbers of hours worked, and correct wages owed (hereinafter, the “Pay Records Class”);

67. **Itemized Wage Statement Class.** All of DEFENDANTS' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that did not receive an itemized wage statement that listed the correct straight and/or overtime number of hours that the employee worked in the pay period, the correct corresponding rates of pay, the correct gross and net wages earned, and/or correct name and address of the legal entity that is their employer (hereinafter, the Itemized Wage Statement Class");

68. **Failure to Reimburse Business Related Expenses Class.** All of DEFENDANTS' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) who did not receive all wages owed for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 (hereinafter, the Business Expense Class");

69. **Failure to Pay Reporting Time Pay Class.** All of DEFENDANTS' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) who did not properly receive reporting time pay in accordance with the I.W.C. Wage Orders;

70. **Failure to Pay Split Shift Wages Class.** All of DEFENDANTS' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) who did not receive split shift wages in violation of the IWC Wage Orders;

71. **Failure to Provide Notice of Paid Sick Time and Accrual Class.** All of DEFENDANTS' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) who did not receive notice of paid sick time and accrual in violation of Labor Code §246;

72. Representative PLAINTIFFS reserve the right under Rule 1855(b) of the California Rules of Court to amend or modify the class descriptions with greater specificity or further division into subclasses or limitation to particular issues.

73. This action has been brought and may properly be maintained as a class action

under the provisions of Section 382 of the California Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Classes are easily ascertainable.

**A. Numerosity**

74. The potential members of the Classes as defined are so numerous that joinder of all the members of the Classes is impracticable. While the precise number of class members for each Class has not been determined at this time, PLAINTIFFS are informed and believe that DEFENDANTS currently employ, and during the relevant time periods employed, at least 50 employees in the State of California, in non-exempt positions throughout California, who are or have been affected by DEFENDANTS' policy of: (1) failing to pay overtime and for all time worked; (2) failing to provide employees with legally adequate meal and rest periods; (3) failing to pay all wages at termination; (4) failure to reimburse business expenses; (5) failure to pay minimum wages; (6) failure to provide and keep accurate wage statements and records; (7) failure to pay waiting time penalties; (8) failure to timely pay earned wages; (9) failure to pay reporting time pay; (10) failure to pay split shift wages; (11) failure to provide notice of paid sick time and accrual.

75. Upon information and belief, PLAINTIFFS allege that DEFENDANT'S employment records will provide information as to the number and location of all members of the Classes.

**B. Commonality**

76. There are questions of law and fact common to the Classes that predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation:

(a) Whether DEFENDANTS properly paid employees for all straight and overtime hours worked in accordance with Labor Code sections 510, 11832.12, 1194, 1197, 1197.1, and the IWC Wage Orders;

(b) Whether DEFENDANTS violated Labor Code Sections 512, 226.7, and the IWC Wage Orders by failing to properly provide meal periods of at least 30 off-duty minutes within

the first 5 hours of their shift for employees working more than 5 hours in a day, and a second meal period to employees that worked over 10 hours in a day; and if so, whether DEFENDANTS failed to timely compensate said employees for one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

(c) Whether DEFENDANTS violated Labor Code Sections 512, 226.7, and the IWC Wage Orders by failing to authorize or permit rest periods of at least 10 off-duty minutes for every four (4) hours of their employees shifts or every major fraction thereof; and if so, whether DEFENDANTS failed to timely compensate said employees for one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

(d) Whether DEFENDANTS violated Labor Code Sections 201-204 by failing to pay straight and/or overtime wages, and compensation for denied and/or unprovided meal periods due and owing at the time that any class member's employment with DEFENDANTS terminated;

(e) Whether DEFENDANTS' time rounding policy and practices ensured that DEFENDANTS paid the legal straight time pay, minimum wage pay and/or overtime pay for all hours worked by PLAINTIFFS and the putative class members;

(f) Whether DEFENDANTS violated Labor Code section 226 for their failure to furnish their employees with an accurate, legally adequate, itemized wage statement;

(g) Whether DEFENDANTS violated Labor Code sections 2800 and 2802 for their failure to reimburse their employees for all necessary business-related expenses;

(h) Whether DEFENDANTS violated Labor Code sections 226, 1174(d), and the IWC Wage Orders by failing to keep accurate time records;

(i) Whether DEFENDANTS violated Labor Code sections 204 and 210 for failing to timely pay earned wages;

(j) Whether DEFENDANTS violated the IWC Wage Orders by failing to pay reporting time pay;

(k) Whether DEFENDANTS violated the IWC Wage Orders by failing to pay split shift wages; and

(l) Whether DEFENDANTS violated Labor Code section 246 for failing to provide notice of paid sick time and accrual.

(m) Whether DEFENDANTS violated Labor Code section 558.1 for causing aforementioned labor code violations.

**C. Typicality**

77. The claims of the PLAINTIFFS are typical of the claims of the Classes. PLAINTIFFS and all members of the Classes sustained injuries and damages arising out of and caused by DEFENDANTS' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged therein.

**D. Adequacy of Representation**

78. The PLAINTIFFS are adequate representatives of the Classes PLAINTIFFS seek to represent; will fairly protect the interests of the members of the Classes; has no interests antagonistic to the members of the Classes; will fairly and adequately represent and protect the interests of the members of the Classes; and will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type. Counsel who represents the Representative PLAINTIFFS are competent and experienced.

**E. Superiority of Class Action**

79. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all class members is not practicable, and questions of law and fact common to the Classes predominate over any questions affecting only individual members of the Classes. Each member of each Class has been damaged and is entitled to recovery by reason of DEFENDANTS' illegal policy and/ or practice of failing to legally compensate class members as alleged above.

80. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Representative PLAINTIFFS are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

## PAGA ALLEGATIONS

81. At all times set forth herein, PAGA provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code, which may be alternatively recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures set forth under California Labor Code section 2699.3.

82. Representative Plaintiffs were employed by Defendants and the alleged violations were committed against them during their time of employment and they are, therefore, aggrieved employees, as defined by California Labor Code section 2699(c).

83. Pursuant to Labor Code sections 2699.3 and 2699.5, on April 30, 2021, Representative Plaintiff Raven Lynch served, via Certified Mail, the LWDA and her employers, a written notice of the specific provisions of the California Labor Code that Defendants violated, including facts and theories supporting the alleged violations. The LWDA neither provided notice to the employer and Representative Plaintiff of its intention to investigate Defendants' alleged violations, nor did the LWDA provide such a notice within the requisite sixty-five (65) calendar days of the postmark date of Representative Plaintiff's Notice. The administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, in addition to other remedies, for violations of California Labor Code have been satisfied.

### **FIRST CAUSE OF ACTION**

#### **MISCLASSIFICATION OF EMPLOYEES AS INDEPENDENT**

#### **CONTRACTORS IN VIOLATION OF LABOR CODE §§226.8 AND 2753**

#### **(By PLAINTIFFS Against DEFENDANTS)**

84. On behalf of the putative class, Plaintiffs incorporate 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. On behalf of the putative class, PLAINTIFFS incorporate 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.

85. As a result of the acts alleged herein, Plaintiffs and the members of the putative class seek the recovery of civil penalties against Defendant(s) for the following knowing and intentional violations of the California Labor Code:

- a. For willfully misclassifying employees, including Plaintiffs and the members of the putative class, as independent contractors, and engaging in a pattern and practice of committing said unlawful acts in violation of Labor Code section 226.8, against all Defendants;
- b. For failing to pay Plaintiffs and the members of the putative class the legally-mandated minimum wage for each hour worked, in violation of Labor Code sections 1197 and 1197.1;
- c. For failing to provide required meal periods, or providing an additional hour of premium pay in lieu thereof, to Plaintiffs and the members of the putative class in violation of Labor Code sections 226.7 and 512, and paragraph 11 of Wage Order 9-2001;
- d. For failing to authorize and/or permit rest periods to Plaintiffs and the members of the putative class, or providing an additional hour of premium pay in lieu thereof, in violation of Labor Code section 226.7 and paragraph 12 of Wage Order 9-2001;
- e. For failing to indemnify Plaintiffs and the members of the putative class for expenditures incurred in direct consequence of the discharge of their duties, including, but not limited to, personal cell phone use, travel expenses, parking expenses, and the cost of workers compensation/occupation accident insurance, in violation of Labor Code sections 2800, 2802, and 2804;
- f. For unlawfully collecting, receiving, receiving, or withholding part of Plaintiff of the members of the putative classes wages in violation of Labor Code sections 221 and 225.5;

g. For failing to pay Plaintiffs and the members of the putative class their earned wages promptly following termination of employment or when otherwise due and payable in violation of Labor Code sections 201, 202, and 204; and

h. For failing to keep, maintain, and provide to Plaintiffs and the members of the putative class accurate, itemized wage statements required by Labor Code section 226.

86. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall include those amounts sufficient to recover unpaid wages, including, but not limited to, all necessary expenditures or losses incurred by Plaintiffs and members of the putative class pursuant to Labor Code sections 210, 225.5, 226.3, 226.8, 558(A), 1197.1(a), and 2699, subdivisions (a) and (f).

87. Plaintiffs and the members of the putative class reserve their right to allege any additional and all other violations of the Labor Code and the Wage Orders as may be disclosed in discovery and as a result of additional investigation that may be pursued in this action.

88. As such, Defendants are liable for civil penalties including, but not limited to, arising out of Labor code 226.8, 1197.1, 558, 210(a), and 225.5.

## **SECOND CAUSE OF ACTION**

### **FAILURE TO PAY OVERTIME WAGES**

#### **(By PLAINTIFFS Against DEFENDANTS)**

89. On behalf of the putative class, Plaintiffs incorporate 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.

90. Defendants have had a consistent policy of failing to pay straight and overtime wages in violation of California state wage and hour laws by not paying overtime to Plaintiff and the putative class members when they work over eight (8) hours in a day and/or 40 hours in a workweek, as well as for the first eight (8) hours of work on the seventh consecutive day of work within a workweek. Defendants also have their employees work without payment,

including, but not limited to, 30 minutes of work time that Defendants automatically deducted each day for meal periods that were never provided and which are not legally adequate. Additionally, employees were not paid for all of the time that they spent working under their employer's control due to Defendants improper rounding practices and policy.

91. As a result of the unlawful acts of Defendants, Plaintiffs and the putative class members have been deprived of their full straight and/or overtime wages in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code sections 218.5, 510, 1194, 1197, and 1199.

### **THIRD CAUSE OF ACTION**

#### **(FAILURE TO PAY MINIMUM WAGES)**

#### **(By PLAINTIFFS Against DEFENDANTS)**

92. On behalf of the putative class, PLAINTIFFS 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.

93. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

94. Pursuant to the California Department of Industrial Relations: the applicable minimum wage for any employer who employs 26 or more employees is:

(A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.

(B) From January 1, 2018, to December 31, 2018, \$11 per hour.

(C) From January 1, 2019, to December 31, 2019, \$12 per hour.

(D) From January 1, 2020, to December 31, 2020, \$13 per hour.

(E) From January 1, 2021, to December 31, 2021, \$14 per hour.

(F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

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, failed to pay PLAINTIFF and the putative class members for all hours worked, which resulted in the

members of the Minimum Wage Class earning less than the legal minimum wage in the State of California.

96. DEFENDANTS' pattern and practice in uniform administration of corporate policy regarding DEFENDANTS' failure to pay the legal minimum wage to the members of the Minimum Wage Class as described herein is unlawful and creates entitlement, pursuant to Labor Code §1194(a), to recovery by the members of the Minimum Wage Class, in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the straight-time compensation paid and the applicable minimum wage, including interest thereon.

97. Pursuant to Labor Code §1194.2(a) (which provides that in any action under Labor Code §1194, an employee shall be entitled to recover liquidated damages) the members of the Minimum Wage Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

98. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287, the members of the Minimum Wage Class seek recover of pre-judgment interest on all amounts recovered herein.

99. Pursuant to Labor Code §1194(a), the members of the Minimum Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

#### **FOURTH CAUSE OF ACTION**

#### **(FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR**

#### **CODE §§ 226.7, 512, AND IWC WAGE ORDERS)**

#### **(By PLAINTIFFS Against DEFENDANTS)**

100. On behalf of the putative class, PLAINTIFFS incorporate 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.

101. DEFENDANTS do not have a written meal period policy and/or do not provide its employees with meal periods consistent with the requirements of Labor Code section 512.

By employing these individuals for work periods of more than five (5) hours and ten (10) hours per day without providing legally adequate meal periods (such as short, on-duty, late, interrupted, or missed meal periods), and failing to provide compensation for unprovided and/or legally inadequate meal periods, as alleged above, DEFENDANTS violated the provisions of Labor Code sections 512 and 226.7. As a result of the unlawful acts of DEFENDANTS, PLAINTIFFS and the putative class members have been deprived of premium wages in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226.7 and 512, as well as the I.W.C. Wage Orders.

**FIFTH CAUSE OF ACTION**

**(FAILURE TO KEEP ACCURATE AND PROVIDE ITEMIZED WAGE  
STATEMENTS IN VIOLATION OF LABOR CODE § 226, AND THE IWC WAGE  
ORDERS)**

**(By PLAINTIFFS Against DEFENDANTS)**

102. On behalf of the putative class, Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

103. Section 226(a) of the California Labor Code requires DEFENDANTS to provide itemized wage statements at the time of payment of wages which include, but are not limited to, the following: gross wages earned; the correct total hours worked by the employee; the correct net wages earned; the inclusive dates of the period for which the employee is paid; the name and address of the correct legal entity that is the employer; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

104. PLAINTIFFS contend that they and the putative class members have been injured by DEFENDANTS' failure to provide all of the requisite information on its itemized wage statements in that such failure, *inter alia*: (1) masks possible and actual underpayments to DEFENDANTS' employees; (2) make it difficult for DEFENDANTS' employees to verify that

they have in fact been paid the proper amounts owing for all hours worked; and (3) makes it difficult for Representative PLAINTIFFS to identify her true employer for purposes of this litigation. Said conduct was done knowingly and intentionally, since DEFENDANTS are aware of California law, and with the design to harm Representative PLAINTIFFs and the putative class members.

105. At all times relevant during the liability period, PLAINTIFFS and the putative class members were employees of DEFENDANTS covered by Labor Code section 226 and the Wage Orders.

106. Pursuant to Labor Code section 226, DEFENDANTS were required to furnish each of their employees with an accurate itemized statement reflecting, *inter alia*, total number of hours worked and wages earned. DEFENDANTS were also required to keep an accurate record of the beginning and end of all work periods for its employees, including off-duty meal periods.

107. Representative PLAINTIFFS are informed, believe, and based thereon allege, that at all times relevant during the liability period, DEFENDANTS maintained a policy and/or practice of utilizing an “auto-deduct” system whereby thirty (30) minutes were automatically deducted from the hours worked by Representative PLAINTIFFS and the putative class members on a daily basis, whether or not a 30 minute off-duty meal period was actually provided or taken. DEFENDANTS also did not record and pay the time that its employees spent under its control, as the company utilized improper rounding policies and practices which resulted in the under payment of wages to Representative PLAINTIFFS and the putative class members.

108. DEFENDANTS failed to pay PLAINTIFFS and Hourly Employee Class Members an additional hour of pay at their regular rate of compensation for each date on which it failed to provide legally compliant rest periods and/or meal periods. As set forth in *Naranjo v. Spectrum Security Services, Inc.* (Cal., May 23, 2022, No. S258966) 2022 WL 1613499) missed-break premium pay are wages subject to the Labor Code’s timely payment and reporting requirements, thus DEFENDANTS failure to pay PLAINTIFFS and Hourly Employee Class Members constitutes a violation of California Labor Code Section 226.

109. As a result of DEFENDANTS' unlawful conduct, Representative PLAINTIFFS and the putative class members have suffered damages in an amount subject to proof at trial. The precise amount of unpaid wages is not presently known to Representative PLAINTIFFS, but can be determined directly from DEFENDANTS' records or indirectly based on information from DEFENDANTS' records.

110. Pursuant to Labor Code sections 218.5 and 218.6, Representative PLAINTIFFS and the putative class members are entitled to recover the full amount of their unpaid wages, interest thereon, reasonable attorneys' fees, and costs of suit.

**SIXTH CAUSE OF ACTION**  
**(FAILURE TO PAY WAITING TIME PENALTIES IN VIOLATION OF LABOR**  
**CODE § 201, 202, AND 203)**  
**(By PLAINTIFFS Against DEFENDANTS)**

111. On behalf of the putative class, PLAINTIFFS incorporate 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.

112. California Labor Code section 201 requires an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon discharge. California Labor Code section 202 requires an employer of an employee who quits to pay all compensation due and owing to that employee not later than 72 hours thereafter, unless the employee gave 72 hours previous notice of the intention to quit, in which case the employee is entitled to wages at the time of quitting.

113. California Labor Code section 203 provides that if an employer willfully fails to pay compensation promptly upon separation from employment, as required by either Sections 201 or 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to 30 work days.

114. DEFENDANTS willfully failed and refused to timely pay all straight time wages, overtime, and meal break compensation to Representative PLAINTIFFS and the putative class members whose employment terminated. As a result, DEFENDANTS are liable to

Representative PLAINTIFFS and the putative class members for waiting time penalties, together with interest thereon and attorneys' fees and costs, under Labor Code section 203.

115. DEFENDANTS failed to pay PLAINTIFFS and the putative Class Members an additional hour of pay at their regular rate of compensation for each date on which it failed to provide legally compliant rest periods and/or meal periods. As set forth in *Naranjo v. Spectrum Security Services, Inc.* (Cal., May 23, 2022, No. S258966) 2022 WL 1613499) missed-break premium pay are wages subject to the Labor Code's timely payment and reporting requirements, thus DEFENDANTS failure to pay PLAINTIFFS and the putative Class Members constitutes a violation of California Labor Code Section 201-203.

116. As a result of DEFENDANTS' unlawful conduct, Representative PLAINTIFFS and putative class members have suffered damages in an amount, subject to proof at trial, to the extent they were not paid all wages due each pay period. The precise amount of unpaid wages is not presently known to Representative PLAINTIFFS but can be determined directly from DEFENDANTS' records or indirectly based on information from DEFENDANTS' records.

117. Pursuant to Labor Code sections 218.5 and 218.6, Representative PLAINTIFFS and the putative class members are entitled to recover the full amount of their unpaid wages, interest thereon, reasonable attorneys' fees and costs of suit.

#### **SEVENTH CAUSE OF ACTION**

#### **(FAILURE TO TIMELY PAY EARNED WAGES IN VIOLATION OF LABOR CODES § 204 AND 210)**

#### **(By PLAINTIFFS Against DEFENDANTS)**

118. PLAINTIFFS re-alleges each paragraph of this Complaint as though fully set forth herein.

119. California Labor Code § 204 requires biweekly payment of wages for all employees except salaried executive, administrative and professional employees covered by the Fair Labor Standards Act, whom it requires employers to pay at least once per month.

120. DEFENDANTS failed to pay PLAINTIFFS and the putative Class Members an additional hour of pay at their regular rate of compensation for each date on which it failed to

1 provide legally compliant rest periods and/or meal periods. As set forth in *Naranjo v. Spectrum*  
2 *Security Services, Inc.* (Cal., May 23, 2022, No. S258966) 2022 WL 1613499) missed-break  
3 premium pay are wages subject to the Labor Code's timely payment and reporting requirements,  
4 thus DEFENDANTS failure to pay PLAINTIFFS and Hourly Employee Class Members  
5 constitutes a violation of California Labor Code Section 204.

6 121. California Labor Code § 210 makes any person subject to civil penalties by failing  
7 to pay employees as required by California Labor Code § 204.

8 122. PLAINTIFFS and putative Class Members are entitled to recover \$100 for  
9 DEFENDANTS' initial violation, and \$200 for each subsequent violation, plus twenty percent  
10 of the amount of wages unlawfully withheld.

11 **EIGHTH CAUSE OF ACTION**

12 **(FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF LABOR CODE**

13 **§ 226.7 & IWC WAGE ORDERS)**

14 **(By PLAINTIFFS Against DEFENDANTS)**

15 123. On behalf of the putative class, PLAINTIFFS incorporate by reference and  
16 realleges each and every one of the allegations contained in the preceding and foregoing  
17 paragraphs of this Complaint as if fully set forth herein.

18 124. At all times herein set forth, the California IWC Order and California Labor Code  
19 section 226.7 was applicable to PLAINTIFFS and the putative class members employed by  
20 DEFENDANTS.

21 125. At all times herein set forth, California Labor Code section 226.7 provides that no  
22 employer shall require an employee to work during any rest period mandated by an applicable  
23 order of the California IWC.

24 126. During the relevant time period, DEFENDANTS required PLAINTIFFS and the  
25 putative class members to work four (4) or more hours without authorizing or permitting a ten  
26 (10) minute rest period per each four (4) hour period worked, or major fraction thereof.

27 127. During the relevant time period, DEFENDANTS willfully required PLAINTIFFS  
28 and the other class members to work during rest periods and failed to pay PLAINTIFFS and the

other class members the full rest period premium for work performed during rest periods.

128. During the relevant time period, DEFENDANTS failed to pay PLAINTIFFS and the putative class members the full rest period premium due pursuant to California Labor Code section 226.7.

129. DEFENDANTS' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

130. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), PLAINTIFFS and the putative class members are entitled to recover from DEFENDANTS one (1) additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

#### **NINTH CAUSE OF ACTION**

#### **(FAILURE TO REIMBURSE BUSINESS EXPENSES IN VIOLATION OF**

#### **LABOR CODE §§ 2800 and 2802)**

#### **(By PLAINTIFFS Against DEFENDANTS)**

131. On behalf of the putative class, PLAINTIFFS incorporate 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.

132. PLAINTIFFS and the putative class members incurred necessary business-related expenses and costs that were not fully reimbursed by DEFENDANTS, including, but not limited to, electricity and internet charges while employees worked from home, personal cell-phone usage, travel expenses, and parking expenses.

133. DEFENDANTS have intentionally and willfully failed to reimburse PLAINTIFFS and the putative class members for all necessary business-related expenses and costs. PLAINTIFFS and the putative class members are entitled to recover from DEFENDANTS their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

**TENTH CAUSE OF ACTION**  
**(FAILURE TO PAY REPORTING TIME PAY IN VIOLATION OF IWC**  
**WAGE ORDERS)**  
**(By PLAINTIFFS Against DEFENDANTS)**

134. On behalf of the putative class, PLAINTIFFS incorporate 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.

135. California Code of Regulations, Title 8, Division 1, Chapter 5, Group 2, Article 5, section 11050(5)(A) provides that for each workday when an employee is required to and does in fact report to work, but is either not put to work or is furnished less than half of said employee's usual scheduled day's work, that employee should be paid for no less than half, and in no event less than two (2) hours, of the employees' regular rate of pay.

136. Throughout PLAINTIFFS' and the putative class members' employment, they were told by DEFENDANTS to report to work and was either not put to work or was furnished less than half of their usual scheduled day's work.

137. DEFENDANTS routinely failed to pay the required reporting time wages to PLAINTIFFS and the putative class members for each of these instances.

138. Pursuant to the foregoing, PLAINTIFFS and the putative class members are entitled to all wages wrongfully withheld, civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or any and all other applicable law.

**ELEVENTH CAUSE OF ACTION**  
**(FAILURE TO PAY SPLIT SHIFT WAGES IN VIOLATION OF IWC WAGE**  
**ORDERS)**

**(By PLAINTIFFS Against DEFENDANTS)**

139. On behalf of the putative class, PLAINTIFFS incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

140. California Code of Regulations Title 8, Division 1, Chapter 5, Group 2, Article 5,

11050(4)(C) provides that when an employee works a “split shift”, one (1) hour’s pay at the State or local minimum wage (whichever is greater) must be paid in addition to the minimum wage for that workday.

141. A “split shift” is defined as a work schedule which is interrupted by non-paid, non-working periods established by the employer, other than *bona fide* rest or meal periods.

142. DEFENDANTS routinely scheduled PLAINTIFFS and the putative class members for multiple different shifts throughout the same workday, separated by periods other than *bona fide* rest or meal breaks.

143. DEFENDANTS failed to pay PLAINTIFFS and the putative class members one (1) hour’s pay at the applicable minimum wage, which resulted in PLAINTIFFS and the putative class members being paid less than the applicable minimum wage.

144. As a further consequence, DEFENDANTS also failed to separately list “split shift” payments on PLAINTIFFS’ and the putative class members’ wage statements.

145. Pursuant to the foregoing, PLAINTIFFS and the putative class members are entitled to recover all wages wrongfully withheld, civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or any and all other applicable law.

**TWELFTH CAUSE OF ACTION**  
**(FAILURE TO PROVIDE NOTICE OF PAID SICK TIME AND ACCRUAL IN**  
**VIOLATION OF LABOR CODE §246)**  
**(By PLAINTIFFS Against DEFENDANTS)**

146. On behalf of the putative class, PLAINTIFFS incorporate 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.

147. California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized

wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

148. PLAINTIFFS and other putative class members worked for DEFENDANTS for more than 30 days, triggering the protections of Labor Code section 246 as described above. Nevertheless, DEFENDANTS failed to furnish upon PLAINTIFFS and other putative class members, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to PLAINTIFFS and other putative class members.

149. As such, DEFENDANTS unlawfully retained and continue to retain paid sick leave that should have been paid to PLAINTIFFS and other putative class members but for DEFENDANTS' failure to properly institute and/or adhere to a legally compliant paid sick leave program. PLAINTIFFS is informed and believes, and based thereon alleges, that these practices were experienced and continue to be experienced by the other putative class members.

### **THIRTEENTH CAUSE OF ACTION**

#### **(UNLAWFUL BUSINESS PRACTICES IN VIOLATION OF BUS. & PROF. CODE § 17200, ET SEQ.)**

#### **(By PLAINTIFFS Against All DEFENDANTS)**

150. On behalf of the putative class, PLAINTIFFS incorporate 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.

151. DEFENDANTS' failure to correctly pay wages as alleged herein, failure to keep accurate time records, and failure to compensate for overtime and unprovided meal periods constitute unlawful activity prohibited by Business and Professions Code section 17200, *et seq.*, including, but not limited to, Sections 17200, 17202, and 17203.

152. The actions of DEFENDANTS in failing to pay PLAINTIFFS and the putative class members in a lawful manner as alleged herein constitute false, unfair, fraudulent and/or deceptive business practices, within the meaning of Business and Professions Code section 17200, *et seq.*

153. As a result of its unlawful acts, DEFENDANTS have reaped and continue to reap unfair benefits at the expense of PLAINTIFFS and the putative class members. DEFENDANTS should be enjoined from this activity and made to disgorge these ill-gotten gains and restore to PLAINTIFF and the putative class members the wrongfully withheld wages pursuant to Business and Professions Code section 17203. PLAINTIFFS are informed and believes, and based thereon alleges, that DEFENDANTS are unjustly enriched through their failure to pay all earned wages and compensation for unprovided meal periods to PLAINTIFFS and the putative class members.

154. PLAINTIFFS are informed and believes, and based thereon alleges, that PLAINTIFF and the putative class members are prejudiced by DEFENDANTS' unfair practices.

155. As a direct and proximate result of the unfair business practices of DEFENDANTS, PLAINTIFFS and the putative class members are entitled to equitable and injunctive relief, including full restitution and/or disgorgement of all wages, which have been unlawfully withheld from PLAINTIFFS and the putative class members as a result of the business acts and practices described herein, and enjoin DEFENDANTS to cease and desist from engaging in the practices described herein.

156. The illegal conduct alleged herein is believed to be continuing, and there is no indication that DEFENDANTS will not continue such activity into the future. PLAINTIFFS, on behalf of the putative class, alleges that if DEFENDANTS are not enjoined from the conduct set forth in this complaint, they will continue to fail to pay the correct wages, will continue to require employees to work during meal periods, will continue to fail to pay employees the correct rate of pay and for all hours worked, will continue to fail to provide legally adequate meal periods, and will continue to fail to provide appropriate compensation as described herein.

157. THEREFORE, REPRESENTATIVE PLAINTIFFS and the individuals he seeks to represent request relief as described below:

**FOURTEENTH CAUSE OF ACTION**

**(Violation of California Labor Code § 2698, ET SEQ.)**

**(By PLAINTIFFS Against DEFENDANTS)**

158. REPRESENTATIVE PLAINTIFFS hereby re-allege and incorporate all preceding paragraphs as though fully set forth herein.

159. PAGA establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

160. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

161. REPRESENTATIVE PLAINTIFFS and the other hourly-paid or non-exempt employees are “aggrieved employees” within the meaning of California Labor Code section 2699(c) as they are all current or former employees of DEFENDANTS, and one or more of the alleged violations was committed against them.

**Willful Misclassification of Employees as Independent Contractors**

162. DEFENDANTS’ willful misclassification of REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES as independent contractors constitutes unlawful and/or unfair activity prohibited by California Labor Code 226.8, 2753, and Assembly Bill 5 (“AB5”).

**Willful Misclassification of Employees as Exempt Employees**

163. DEFENDANTS’ misclassification of REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES as exempt employees constitutes unlawful and/or unfair activity prohibited by California Labor Code 515(a).

**Failure to Provide Employment Records**

164. DEFENDANTS’ failure to provide REPRESENTATIVE PLAINTIFFS and other

AGGRIEVED EMPLOYEES with employment records constitutes unlawful and/or unfair activity and is prohibited by California Labor Code 226, 432, and 1198.5.

**Failure to Pay Overtime / Double Time**

165. DEFENDANTS' failure to pay legally required overtime and double time wages to REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES is in violation of the Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

**Failure to Provide Meal and Rest Periods**

166. DEFENDANTS' failure to provide legally required meal and rest periods to REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7, 512(a), and the applicable Wage Orders.

**Failure to Pay Minimum Wages**

167. DEFENDANTS' failure to pay legally required minimum wages to REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders.

**Failure to Keep Accurate Payroll Records and Provide Itemized Wage Statements**

168. DEFENDANTS' failure to keep accurate payroll records and provide itemized wage statements to REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a), 1174(d), and 1198.

**Failure to Pay Reporting Time**

169. DEFENDANTS' failure to pay REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES who were required to and did in fact report to work, but who were then furnished less than half of such employees usual scheduled day's work, with at least half, and in no event less than two (2) hours, of the employees' regular rate of pay constitutes unlawful and/or unfair activity prohibited by California Code of Regulations 11050 (5)(A).

### **Failure to Pay “Split Shift” Premiums**

170. DEFENDANTS’ failure to pay REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES one (1) hour’s pay at the minimum wage in addition to the wages for that workday for any workday in which REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES were scheduled for and required to work a “split shift” constitutes unlawful or unfair activity prohibited by California Labor Code 1198 and California Code of Regulations 11050(4)(C).

### **Failure to Timely Pay Wages During Employment**

171. DEFENDANTS’ failure to timely pay wages to REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES during their employment constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

### **Failure to Timely Pay Wages Upon Termination or Resignation**

172. DEFENDANTS’ failure to timely pay wages to REPRESENTATIVE PLAINTIFFS and other AGGRIEVED EMPLOYEES upon termination constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202, and 203.

### **Failure to Reimburse Necessary Business-Related Expenses and Costs**

173. DEFENDANTS’ failure to reimburse REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES for necessary business-related expenses and costs constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

### **Failure to Provide Notice of Paid Sick Time and Accrual**

174. DEFENDANTS’ failure to provide REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES who work for DEFENDANTS for more than 30 days with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their itemized wage statements or in a separate writing accompanying such statements constitutes unlawful and/or unfair activity prohibited by California Labor Code section 246.

### **Civil Penalties**

175. Pursuant to California Labor Code section 2699, REPRESENTATIVE PLAINTIFFS, individually, and on behalf of all AGGRIEVED EMPLOYEES, requests and is

entitled to recover penalties from DEFENDANTS and each of them, for violations of the Labor Code as more fully described herein according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalties provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes, including, but not limited to, penalties pursuant to California Labor Code 558(a).

176. Pursuant to California Labor Code section 2699(i), civil penalties recovered shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the AGGRIEVED EMPLOYEES.

177. Further, REPRESENTATIVE PLAINTIFFS are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute

178. THEREFORE, REPRESENTATIVE PLAINTIFFS and the individuals they seek to represent request relief as described below:

**PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFFS pray for judgment against DEFENDANTS, and each of them, as follows:

1. Certification of the case as a class action on behalf of the proposed Classes, designation of PLAINTIFFS as representatives of the putative class members and designation of her counsel of record as Class Counsel;

2. For preliminary and permanent injunctions enjoining DEFENDANTS from continuing the unfair and unlawful business practice of misclassifying employees as independent contractors, requiring DEFENDANTS to establish appropriate and effective policies, procedures, and practices in place to prevent future such violations;

3. Penalties pursuant to Labor Code § 226.8, 2753, and any and all other applicable penalties under the Labor Code and other applicable law;

4. For Wages, damages, and equitable relief for all harm PLAINTIFFS and the putative class members have sustained as a result of DEFENDANTS' conduct, according to proof;

5. For Restitution and disgorgement of unjust enrichment to PLAINTIFFS and the putative class members;

6. For a preliminary and permanent injunction against DEFENDANTS and their directors, officers, owners, agents, successors, employees, and representatives—and any and all persons acting in concert with them—from engaging in the unlawful practices, policies, customs, and usages set forth herein;

7. For a declaratory judgment that the practices complained of in this Complaint are unlawful and violate applicable law;

8. For attorney fees and costs incurred in the investigation, filing, and prosecution of this action;

9. Pre-judgment and post-judgment interest, as provided by law; and

1           10. For such other and further legal and equitable relief as this Court deems necessary,  
2 just, and proper.

3           11.

4 Dated: November 25, 2025

**HAIG B. KAZANDJIAN LAWYERS, APC**

By: 

Haig B. Kazandjian, Esq.

Cathy Gonzalez, Esq.

*Attorneys for* Plaintiffs JESUS OLMOS and  
RAVEN LYNCH

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**PROOF OF SERVICE**  
**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On November 25, 2025, I served the foregoing document(s) described as:

**FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND  
PENALTIES**

on the interested parties in this action by method indicated below:

|                                                                                                                                                                                                                                                |                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>BINDER &amp; KALIOUNDJI LLP</b><br>David S. Binder, Esq.<br>david@binderkal.com<br>Ian g. Sterling, Esq.<br>ian@binderkal.com<br>21021 Devonshire Street, Suite 101<br>Chatsworth, California 91311<br>(818) 479-7679<br>(818) 479-7690 FAX | Attorneys for Defendant,<br>J.K. RESIDENTIAL SERVICES, INC. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|

[X] **BY ELECTRONIC SERVICE:** Based on a court order or agreement by the parties to accept service by e-mail or electronic transmission, I transmitted the foregoing document(s) by electronic mail from osbaldo@hbklawyers.com to the electronic mail addresses indicated on the mailing list. The transmission was reported as complete and without error.

[X] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 25, 2025, at Glendale, California.

/s/ Osbaldo Bautista  
Osbaldo Bautista