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on behalf of himself and others similarly situated

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Superior Court of California,
County of Solano
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

ROBERT SAITZ, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

UNICO MECHANICAL CORP, a California
corporation; and DOES 1 through 50,
inclusive

Defendants.

Case No. CU24-05894

CLASS ACTION

Assigned for All Purposes To:

Hon. Alesia Jones
Dept.: 22

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et seq.* and 246;
7. Violation of Labor Code § 226(a);
8. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
9. Violation of Labor Code § 221;
10. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
11. Penalties Pursuant to Labor Code § 203; and
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff PAUL DEE IRWIN, (hereinafter “Plaintiff”) on behalf of himself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of Defendants,
3 and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all similarly situated current and
6 former employees within the State of California who, at any time four (4) years prior to the filing of
7 this lawsuit, are or were employed as non-exempt hourly employees by Defendants UNICO
8 MECHANICAL CORP, a California corporation, and DOES 1 through 50 (all defendants being
9 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of them,
10 violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare
11 Commission (IWC), and California Business & Professions Code, and seeks redress.

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

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

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1 **THE PARTIES**

2 **A. The Plaintiff**

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

6 **B. The Defendants**

7 5. Defendant UNICO MECHANICAL CORP, ("UMC") is a California corporation
8 with its principle executive offices in Benicia, California, and has been listed as the employer on the
9 wage statements issued to Plaintiff during the relevant time period. UMC lists an address in Benicia,
10 California with Secretary of State and employs Plaintiff and the Class members in California,
11 including at Defendants' offices and facilities in Benicia, California, and throughout California and
12 conducts business throughout California.

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

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

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1 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

2 10. Further, Defendants required the Employee Class members to clock in and out using
3 a paper timesheet when Employees worked in the field. Employees could have recorded their start
4 and end times to the real-time minute; however, Defendants had a policy and practice of requiring
5 Employees to record only their shift start and end times. In addition, when Employees worked at the
6 shop, where most work was performed, they did not record their start and end times using a
7 timekeeping system. As a result, Defendants would round those times and generally did so to the
8 detriment of the Employees, and these unlawfully rounded time entries were inputted into
9 Defendants' payroll system from which wage statements and payroll checks were created.
10 Defendants did so with the ostensible intent of paying Class members only for the hours they were
11 scheduled to work, rather than the hours they were actually under Defendants' control. Plaintiff
12 contends this policy is not neutral and results, over time, to the detriment of the Class members by
13 systematically undercompensating them.

14 11. Defendants had also either failed to maintain timekeeping records for Plaintiff that
15 would permit them to discover the nature and extent of Defendants' unlawful rounding or has
16 refused to produce them to Plaintiff in response to his timely request to be provided with them.

17 12. Moreover, Plaintiff contends that Defendants failed to pay Plaintiff and the Class
18 members all wages due and owing, by failing to provide meal and rest breaks, and failed to furnish
19 accurate wage statements, all in violation of various provisions of the California Labor Code and
20 applicable Wage Order provisions.

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

25 14. As a matter of uniform Company policy, Plaintiff and the Class members were
26 required to work during their meal and rest breaks which were not compensated by Defendants in
27 violation of the California Labor Code. Plaintiff and the Class members were also not paid regular
28 wages and overtime for the time they were required to comply with other requirements imposed

1 upon them, which they had to complete while working through their meal and rest breaks and
2 without compensation. As a result Plaintiff and the Class members worked shifts over eight (8)
3 hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate
4 overtime rate for all such hours, including by being required to perform work duties and tasks
5 without pay and while off-the-clock and due to Defendants' unlawful rounding which caused
6 overtime to begin accruing before it did in Defendants' timekeeping and payroll systems. As a
7 result, Plaintiff and the Class members worked substantial overtime hours during their employment
8 with Defendants for which they were not compensated, in violation of the California Labor Code,
9 applicable IWC Wage Orders.

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

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

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

1 Orders.

2 18. Additionally, from at least four (4) years prior to the filing of this lawsuit and
3 continuing to the present, Defendants have regularly required Employees to work shifts in excess of
4 five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30)
5 minutes, and shifts in excess of ten (10) hours without providing them with second meal periods of
6 not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of
7 wages at each Employee’s effective hourly rate of pay, for each meal period that Defendants failed
8 to provide or deficiently provided. Defendants also had a policy and practice of not recording the
9 starting and ending times of meal periods.

10 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
11 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
12 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
13 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
14 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
15 purposes of calculating sick pay. Therefore, during times when Plaintiff and Employees worked
16 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
17 nondiscretionary bonuses, Defendants failed to pay all sick pay by paying a lower overtime rate than
18 required.

19 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
20 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
21 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
22 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
23 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
24 purposes of calculating vacation pay. Therefore, during times when Plaintiff and Employees worked
25 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
26 nondiscretionary bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate
27 than required.

28 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the

1 present, Defendants have consistently failed to provide Employees with paid duty-free rest breaks
2 of not less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor
3 did Defendant pay Employees premium pay for each day on which requisite rest breaks were not
4 provided or were deficiently provided at one hour of wages at each Employee's effective regular
5 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

6 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
7 continuing to the present, Defendants have consistently failed to provide Employees with timely,
8 accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically,
9 Defendants failed in their affirmative obligation to keep accurate records of the correct overtime
10 wages based on proper regular rate calculations that included shift differentials, nondiscretionary
11 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
12 compensation of their Employees. Moreover, the wage statements given to Employees by
13 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
14 periods and rest breaks, all of which Defendants knew or reasonably should have known were owed
15 to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing
16 and required Employees to engage in discovery and refer to outside sources to verify whether their
17 pay was correct and potentially resulting in a miscalculation by the Employees.

18 23. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
19 continuing to the present, Defendants have consistently failed to provide Employees with timely,
20 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

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

24 25. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants have consistently and unlawfully collected or received wages from Employees.
26 Defendants made payments of wages to Employees via direct deposit into their personal bank
27 accounts. However, Defendants unlawfully removed and made deductions of said wages from the
28 bank accounts of Employees without permission and authorization.

1 26. From at least four (4) years prior to the filing of this lawsuit and continuing to the
2 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
3 performance of their job duties for Defendants including, but not limited to the purchase of tools,
4 tool maintenance, internet usage, and cellphone usage which were necessary to perform their duties
5 under Defendants' employ which was used throughout the course of Employees' duties under
6 Defendants' employ in violation of Labor Code § 2802.

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

11 28. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
12 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.4, 226.7, 227.3, 245, *et*
13 *seq.*, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699,
14 *et seq.*, and 2802, and applicable provisions of the IWC Wage Orders.

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

18 **CLASS ALLEGATIONS**

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

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

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

27 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
28 compensated for all hours worked for Defendants at the required rates of pay, including for all hours

1 worked in excess of eight in a day and/or forty in a week.

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

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

9 e. Subclass 5. Vacation Wages Subclass. All Class members who were not
10 compensated at the Employee's regular rate of pay for their vacation wages.

11 f. Subclass 6. Sick Pay Subclass. All Class members who were not compensated at the
12 Employee's regular rate of pay for their sick pay wages.

13 g. Subclass 7. Wage Statement Subclass. All Class members who, within the applicable
14 limitations period, were not provided with accurate itemized wage statements.

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

18 i. Subclass 9. Unauthorized Deductions from Wages Subclass. All Class members who
19 were subject to Defendants' policy and/or practice of automatically deducting wages from
20 Employees' bank accounts.

21 j. Subclass 10. Failure to Reimburse for Necessary Business Expenditures. All Class
22 members who were subject to Defendants failing to reimburse for expenses necessarily incurred in
23 the performance of Employees job duties for Defendants which were necessary to perform their
24 duties under Defendants' employ.

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

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

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

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

10 **A. Numerosity**

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

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

18 **B. Commonality**

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

- 21 a. Whether Defendants failed to pay Employees minimum wages;
- 22 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 23 c. Whether Defendants failed to pay Employees overtime as required under Labor Code
24 § 510;
- 25 d. Whether Defendants failed to pay Employees vacation wages as required under
26 Labor Code § 227.3;
- 27 e. Whether Defendants failed to pay Employees sick pay as required under Labor Code
28 § 245;

- 1 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC
2 Wage Orders, by failing to provide Employees with requisite meal periods or
3 premium pay in lieu thereof;
- 4 g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
5 Orders, by failing to provide Employees with requisite rest breaks or premium pay
6 in lieu thereof;
- 7 h. Whether Defendants violated Labor Code § 226(a);
- 8 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 9 j. Whether Defendants failed to keep accurate time and wage records;
- 10 k. Whether Defendants violated Labor Code § 221;
- 11 l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
12 wages and compensation due and owing at the time of termination of employment;
- 13 m. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- 14 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 15 o. Whether Employees are entitled to equitable relief pursuant to Business and
16 Professions Code § 17200 *et seq.*

17 **C. Typicality**

18 37. The claims of the named plaintiff are typical of those of the other Employees.
19 Employees all sustained injuries and damages arising out of and caused by Defendant's common
20 course of conducts in violation of statutes, as well as regulations that have the force and effect of
21 law, as alleged herein.

22 **D. Adequacy of Representation**

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

26 **E. Superiority of Class Action**

27 39. A class action is superior to other available means for the fair and efficient
28 adjudication of this controversy. Individual joinder of all Employees is not practicable, and

1 questions of law and fact common to all Employees predominate over any questions affecting only
2 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
3 Defendants' illegal policies or practices of failing to compensate Employees properly.

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

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY MINIMUM WAGES**

9 **(Against All Defendants)**

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

12 42. Defendants failed to pay Employees minimum wages for all hours worked.
13 Defendants had a consistent policy of misstating Employees time records and failing to pay
14 Employees for all hours worked. Specifically, Plaintiff and Employees were required to work
15 during meal breaks, carry and respond to their cell-phones while off-the-clock for work-related
16 activities, such as texting and calling supervisors, and attend required trainings without
17 compensation. Moreover, Defendants did not pay Plaintiff and Employees at the applicable
18 minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour
19 practices manifested, without limitation, applicable to the Class as a whole, as a result of
20 implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the
21 other members of the Class as to minimum wage pay. Additionally, Defendants rounded
22 timekeeping entries and made revisions to timekeeping records to reflect less time worked than
23 was actually worked and Defendants have also intentionally and improperly rounded, changed,
24 adjusted and/or modified Employee hours, while benefiting Defendants. This caused Employees
25 to work without compensation in excess of their eight-hour shift in a given workday. Defendants'
26 uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to
27 Employees, as a result of implementing a uniform policy and practice that denied accurate
28 compensation to Plaintiff and the other members of the Employees as to minimum wage pay.

1 California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:
2 The minimum wage for employees fixed by the commission is the
3 minimum wage to be paid to employees, and the payment of a less
4 wage than the minimum so fixed is unlawful.

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

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

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

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

18 California Labor Code § 1194.2 also provides for the following remedies:
19 In any action under Section 1194 . . . to recover wages because of
20 the payment of a wage less than the minimum wages fixed by an
21 order of the commission, an employee shall be entitled to recover
22 liquidated damages in an amount equal to the wages unlawfully
23 unpaid and interest thereon.

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

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

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

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

6 49. By their conduct, as set forth herein, Defendants violated California Labor Code §
7 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
8 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
9 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
10 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
11 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
12 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
13 paying Employees wages for all hours worked including time off the clock when Plaintiff and
14 Employees were required to work during meal breaks, respond to their cell-phones while off-the-
15 clock for work-related activities, such as texting and calling supervisors, and attend required
16 trainings without compensation. Employees regularly worked over 8 hours on a given day without
17 receiving overtime compensation.

18 50. Furthermore, on information and belief, Defendants did not pay Plaintiff and
19 Employees the correct overtime rate for the recorded overtime hours that they generated. In addition
20 to an hourly wage, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary
21 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
22 belief, Defendants failed to incorporate all remunerations, including shift differentials,
23 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
24 of the regular rate of pay for purposes of calculating the overtime wage rate.

25 51. Therefore, during times when Plaintiff and Employees worked overtime and
26 received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
27 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

28 52. Defendants consistently improperly rounded down, changed, adjusted Employees

1 time records, paid Employees less than their time records showed as demonstrated by Employees'
2 timesheets which reveal little variance between the hours worked by employees on a daily basis.

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

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

9 55. The forgoing uncompensated work caused Plaintiff and Employees to work in excess
10 of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling them to
11 overtime and double-time wages which were systemically denied.

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

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

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

24 **THIRD CAUSE OF ACTION**

25 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

26 **(Against All Defendants)**

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

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

61. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to work through their meal periods which they were consistently denied. Moreover, Employees were required to take meal periods after working well beyond the five (5) hour shifts and were often interrupted on their meal periods with work-related tasks or questions. Furthermore, Employees were regularly required to work for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as required by law. Additionally, Defendants had a policy and practice of not recording the starting and ending times of meal periods.

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

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

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

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

66. Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Specifically, rest breaks were often missed or

1 interrupted with work related tasks or questions.

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

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

8 **FIFTH CAUSE OF ACTION**
9 **FAILURE TO PAY VACATION WAGES**
10 **(Against All Defendants)**

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

13 70. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
14 employment policy provides for paid vacation and an employee is terminated without having taken
15 off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate in
16 accordance with said contract of employment or policy respecting eligibility or time served.

17 71. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
18 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
19 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.
20 Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant to Labor Code §
21 227.3.

22 **SIXTH CAUSE OF ACTION**
23 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**
24 **(Against All Defendants)**

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

27 73. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
28 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At

1 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
2 with the pay calculation under California Labor Code § 246(1).

3 74. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
4 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
5 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
6 calculating the amount of paid sick time due when sick time is used according to the requirements
7 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
8 rate, in violation of the law.

9 75. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
10 §§ 245 *et seq.* and 246.

11 **SEVENTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 226(a)**
13 **(Against All Defendants)**

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

16 77. California Labor Code § 226(a) requires an employer to furnish each of his or her
17 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
18 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
19 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
20 the employee's wages; or, if wages are paid by cash or personal check, these statements may be
21 given to the employee separately from the payment of wages; in either case the employer must give
22 the employee these statements twice a month or each time wages are paid.

23 78. Defendants failed to provide Employees with accurate itemized wage statements in
24 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
25 Defendants, failed to include the above requirements enumerated above. Employees' wage
26 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed
27 to accurately set forth all applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).

1 The wage statements provided to Employees were confusing and required Employees to engage in
2 discovery and refer to outside sources to verify whether their pay was correct and potentially
3 resulting in a miscalculation by the Employees. Moreover, Defendants failed in their affirmative
4 obligation to keep accurate records of the correct overtime wages based on proper regular rate
5 calculations that included shift differentials, nondiscretionary commissions, incentive pay, and/or
6 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
7 Additionally, the wage statements given to Employees by Defendants failed to accurately account
8 for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
9 Defendants knew or reasonably should have known were owed to Employees, as alleged
10 hereinabove.

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

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

21 81. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil
22 penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay
23 period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each
24 pay period.

25 82. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any
26 other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown
27 according to proof.

28 ///

EIGHTH CAUSE OF ACTION
FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174
AND 1174.5
(Against All Defendants)

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

84. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

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

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

NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

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

88. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee."

89. Defendants unlawfully received and/or collected wages from employees. Defendants unlawfully removed wages for "PC", "DEN" and "TOOLS2" that Employees never agreed to in violation of Labor Code § 221.

90. As a direct and proximate cause of the unauthorized deductions, Employees have been damaged, in an amount to be determined at trial.

TENTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES
IN VIOLATION OF LABOR CODE § 2802
(Against All Defendants)

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

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

93. Employees incurred necessary expenditures in the performance of their job duties for Defendants, the purchase of tools, tool maintenance, cell phone usage, and internet usage which were necessary to perform their duties under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

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

ELEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

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

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

97. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

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

1 99. Defendants' failure to pay wages, as alleged above, was willful in that
2 Defendants knew wages to be due but failed to pay them; this violation entitles these
3 Employees to penalties under Labor Code § 203, which provides that an employee's wages
4 shall continue until paid for up to thirty (30) days from the date they were due.

5 **TWELFTH CAUSE OF ACTION**

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

7 **(Against All Defendants)**

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

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

15 102. Plaintiff is a "person" within the meaning of Business & Professions Code
16 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
17 relief, restitution, and other appropriate equitable relief.

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

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

27 105. Defendants have violated statutes and public policies. Through the conduct alleged
28 in this Complaint Defendants have acted contrary to these public policies, have violated specific

1 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
2 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
3 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
4 guaranteed to all employees under the law.

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

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

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

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

19 **THIRTEENTH CAUSE OF ACTION**

20 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

21 **(Against All Defendants)**

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

24 111. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
25 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
26 alleged violators, Defendants.

27 112. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
28 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty

1 provisions, without limitation, based on the following California Labor Code sections: 201, 202,
2 203, 204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.4, 226.7, 227.3, 245, *et seq.* 510, 512, 558,
3 558.1, 1174, 1174.5, 1182.12 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

4 113. The penalties shall be allocated as follows: 65% to the Labor and Workforce
5 Development Agency (LWDA) and 35% to the affected employees.

6 114. Employees also seek any and all penalties and remedies set forth in Labor Code §
7 558, which states:

8 (a) Any employer or other person acting on behalf of an employer who violates,
9 or causes to be violated, a section of this chapter or any provision regulating hours
10 and days of work in any order of the Industrial Welfare Commission shall be subject
11 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
12 underpaid employee for each pay period for which the employee was underpaid in
13 addition to an amount sufficient to recover underpaid wages. (2) For each subsequent
14 violation, one hundred dollars (\$100) for each underpaid employee for each pay
15 period for which the employee was underpaid in addition to an amount sufficient to
16 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
17 to the affected employee.

18 (b) If upon inspection or investigation the Labor Commissioner determines that
19 a person had paid or caused to be paid a wage for overtime work in violation of any
20 provision of this chapter, or any provision regulating hours and days of work in any
21 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
22 citation. The procedures for issuing, contesting, and enforcing judgments for
23 citations or civil penalties issued by the Labor Commissioner for a violation of this
24 chapter shall be the same as those set out in Section 1197.1.

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

27 115. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
28 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
violation in a subsequent citation, for which the employer fails to provide the employee a wage
deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

116. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
LWDA and Defendants postmarked on June 20, 2024. The LWDA has not provided notice of its
intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters.

1 **RELIEF REQUESTED**

2 WHEREFORE, Plaintiff prays for the following relief:

- 3 1. For an order certifying this action as a class action;
- 4 2. For compensatory damages in the amount of the unpaid minimum wages for work
5 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
6 the filing of this action, as may be proven;
- 7 3. For liquidated damages in the amount equal to the unpaid minimum wage and
8 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 9 4. For compensatory damages in the amount of all unpaid wages, including overtime
10 and double-time pay, as may be proven;
- 11 5. For compensatory damages in the amount of the hourly wage made by Employees
12 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
13 years prior to the filing of this action, as may be proven;
- 14 6. For compensatory damages in the amount of the hourly wage made by Employees
15 for each day requisite rest breaks were not provided or were deficiently provided where no
16 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
17 be proven;
- 18 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 19 8. For restitution and/or damages for all amounts unlawfully withheld from the wages
20 for all class members in violation of Labor Code § 221, as may be proven;
- 21 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 22 10. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 23 11. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 24 12. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
25 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 26 13. For restitution for unfair competition pursuant to Business & Professions Code
27 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 28 14. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

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

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

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

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

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

10 20. For an award of attorneys' fees; and

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

12
13 DATED: March 26, 2026

D.LAW, INC.

14
15 By 
16 Roman Shkodnik
17 Mason Doidge
18 Attorneys for Plaintiff
19 PAUL DEE IRWIN
20 and the putative class
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DEMAND FOR JURY TRIAL

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

DATED: March 26, 2026

D.LAW, INC.

By 
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
PAUL DEE IRWIN
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 250 N Madison Avenue, 2nd Floor Pasadena, CA 91101.

SECOND AMENDED CLASS ACTION COMPLAINT

Christopher Frost
Nicholas Lauber
Paruyr Ghazaryan
FROST LLP
10960 Wilshire Boulevard, Suite 2100
Los Angeles, California 90024
Emails: chris@frostllp.com
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VIA MAIL: I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, 2nd Floor Pasadena, CA 91101, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

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

California.
Katheryn Perez