

FILED
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County of Los Angeles

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JOHN SERRIS, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

CLARE | MATRIX, INC., a California non-
profit corporation, and DOES 1 to 50, inclusive,

Defendants.

CLASS ACTION

Case No: **24STCV21512**

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **Failure to Pay Minimum Wages** [CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197 and 1197.1; 8 CAL. CODE REGS. § 11050(4)];
2. **Failure to Pay Overtime and Double Time Compensation** [CAL. LAB. CODE §§ 510, 1194, 1198; 8 CAL. CODE REGS. § 11050(3)];
3. **Failure to Provide Meal Periods** [CAL. LAB. CODE §§ 226.7, 512; 8 CAL. CODE REGS. § 11050(11)];
4. **Failure to Provide Rest Periods** [CAL. LAB. CODE § 226.7, CAL. CODE REGS. § 11050(12)];
5. **Failure to Pay Timely Wages** [CAL. LAB. CODE § 204, *et seq.*];
6. **Unlawful Deduction of Wages** [CAL. LAB. CODE § 221];
7. **Failure to Indemnify** [CAL. LAB. CODE § 2802; 8 CAL. CODE REGS. § 11050(9)(B)];
8. **Wage Statement Penalties** [CAL. LAB. CODE §§ 226, 226.3; 8 CAL. CODE REGS. § 11050(7)];
9. **Waiting Time Penalties** [CAL. LAB. CODE §§ 201, 202, and 203];

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10. Penalties Pursuant to the Private Attorney General Act (“PAGA”) [CAL. LAB. CODE § 2699, *et. seq.*];

11. Unfair Competition and Unlawful Business Practices [CAL. BUS. & PROF. CODE § 17200, *et seq.*]; and

12. Failure to Furnish Employee File and Pay Records [CAL. LAB. CODE §§ 226(b), 226(c), 226(f), 1198.5, 1198.5(a), 1198.5(b), and 1198.5(k)].

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JOHN SERRIS (“Plaintiff”), and submits this unverified Second Amended Class Action Complaint (“SAC”) as follows:

I.

INTRODUCTION

1. Plaintiff brings this action on behalf of himself and all similarly situated individuals for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime and Double Time Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay Timely Wages; (6) Unlawful Deduction of Wages; (7) Failure to Indemnify; (8) Failure to Provide Accurate Wage Statements; (9) Failure to Pay Earned Wages Upon Separation; (10) civil penalties pursuant to the California Private Attorney General Act of 2004; (11) Unfair Competition and Unlawful Business Practices; and (12) Failure to Furnish Employee File and Pay Records.

2. All allegations in this SAC are based upon information and belief except those allegations that pertain to the named Plaintiff and his counsel. Each allegation in this SAC either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

II.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to section 410.10 of the California Code of Civil Procedure.

4. Venue is proper in this Court pursuant to sections 395 and 395.5 of the California Code

1 of Civil Procedure because the facts and circumstances giving rise to this action as alleged occurred in
2 the County of Los Angeles.

3 **III.**

4 **THE PARTIES**

5 **A. The Plaintiff.**

6 5. Plaintiff is, and at all times mentioned herein was, an individual:

- 7 (a) Residing in the County of Los Angeles, State of California;
- 8 (b) Who worked for Defendant, including DOES 1 through 50, as a non-exempt
9 employee;
- 10 (c) Who worked in excess of eight (8) hours in a workday and more than forty (40)
11 hours in a workweek, but did not receive compensation of all wages, including
12 minimum wages, or overtime compensation to which he was entitled;
- 13 (d) Who did not receive statutorily mandated rest or meal periods;
- 14 (e) Who was not indemnified or reimbursed all reasonable expenses incurred for
15 the benefit of Defendants;
- 16 (f) Who did not receive accurate itemized wage statements;
- 17 (g) Who was not paid all wages due upon termination; and
- 18 (h) Who is a member of the Class as defined in paragraph 11 below.

19 **B. The Defendants.**

20 6. Plaintiff is informed and believes, and based upon that information and belief alleges,
21 that Defendant CLARE | MATRIX is, and at all times herein mentioned was:

- 22 (a) A California non-profit corporation conducting business in the County of Los
23 Angeles, State of California;
- 24 (b) A former employer of Plaintiff and of the Class, as defined in paragraph 11,
25 that:
- 26 i. Failed to pay minimum wages for all hours worked;
- 27 ii. Failed to pay overtime compensation for hours worked in excess of 8
28 hours in a workday and/or over forty hours in a workweek;

- iii. Failed to provide statutorily mandated rest or meal periods;
- iv. Failed to reimburse or indemnify employees for reasonable expenses;
- v. Failed to provide employees with accurate itemized wage statements;
- vi. Failed to timely pay employee during employment;
- vii. Improperly made deductions from employees' wages; and
- viii. Failed to pay employees all wages due upon termination of their employment relationship.

7. The true names and capacities, whether individual, corporate, partnership, associate, alter ego, or otherwise of defendants DOES 1 through 50, inclusive, are unknown to Plaintiff who therefore sues these defendants by such fictitious names pursuant to section 474 of the California Code of Civil Procedure. Plaintiff will seek leave to amend the SAC to allege that the defendants named herein, including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

8. All defendants, including DOES 1 through 50, are "employers" as defined by the Industrial Welfare Commission because they satisfy one or more of the following three disjunctive elements: "(a) to exercise control over the wages, hours or working conditions, or (b) to suffer or permit to work, or (c) to engage, thereby creating a common law employment relationship." *See Martinez v. Combs* (2010) 49 Cal.4th 35, 64; *see also*, INDUSTRIAL WAGE ORDER No. 5, paragraph (2), subparagraphs (E), (F), and (H), (codified under 8 CAL. CODE REGS. §§ 11050(2), (E), (F), and (H)).

9. To the extent that any of the DOES 1 through 50 are natural persons who are an owner, director, officer, or managing agent of any of the defendants named herein, section 558.1(a) of the California Labor Code provides that:

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

10. All named defendants, including DOES 1 through 50, inclusive are collectively referred to herein as the "Defendants."

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IV.

CLASS ALLEGATIONS

11. The members of the Class consist of:

All current and former non-exempt employees who work or worked for Clare | Matrix during the time-period of July 13, 2020, to the present.¹

12. The persons who comprise the Class are so numerous that joinder of all such persons is impracticable, and the disposition of their claims will benefit the parties and the Court. Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the Class that he seeks to represent. Plaintiff does not have any interests that are antagonistic to the Class that he seeks to represent. Counsel for Plaintiff is experienced, qualified, and generally able to conduct complex class action litigation.

13. The Court should permit this action to be maintained as a class action pursuant to section 382 of the California Code of Civil Procedure because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the Class before the Court;
- (d) Plaintiff and the other Class members will not be able to obtain effective and economic legal redress unless this action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the legal and statutory violations and other improprieties and in obtaining adequate compensation for the damages and injuries that Defendant's actions have inflicted upon the Class;

¹ In response to the COVID-19 Pandemic, the Judicial Counsel of California adopted Emergency Rule 9(a) of the California Rules of Court, whereby "statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, to October 1, 2020." This aggregates to 40 days between August 22, 2020, and October 1, 2020, thereby extending the Class Period to July 13, 2020.

- 1 (f) There is a community of interest in ensuring that the combined assets and
2 available insurance of Defendants are sufficient to adequately compensate the
3 members of the Class for injuries sustained;
- 4 (g) Without class certification, the prosecution of separate actions by individual
5 members of the Class for the injuries sustained; would create a risk of (i)
6 inconsistent or varying adjudications with respect to individual members of the
7 Class which would establish incompatible standards of conduct for Defendants,
8 and/or (2) Adjudications with respect to the individual members of the Class
9 which would, as a practical matter, be dispositive of the interests of other
10 members not parties to the adjudications or would substantially impair or
11 impede their ability to protect their interests, due to factors including but not
12 limited to the potential exhaustion of funds available from the parties who are,
13 or may be, responsible for compensation;
- 14 (h) Defendants have acted or refused to act on grounds generally applicable to the
15 Class, thereby making final injunctive relief appropriate with respect to the
16 Class as a whole.

17 **V.**

18 **FACTUAL ALLEGATIONS**

19 14. Within four years and forty days preceding the initiation of this Action and ongoing,²
20 Plaintiff and members of the Class were and/or are currently employed by Defendants as non-exempt
21 employees.

22 15. Defendants provide residential treatment programs to participants with round-the-clock
23 supervision and support during the nonmedical (subacute) detoxification process, followed by a full
24 schedule of individual counseling and psychotherapy, drug and alcohol education, case management,
25 and recovery support meetings. Defendants operate two residential treatment facilities in Santa
26 Monica, California.

27 16. While job classifications may vary among non-exempt employees such as “Counselor
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² See note 1, *supra*.

1 I,” “Counselor II,” or “Counselor III,” Plaintiff is informed and believes that Defendants’ policies,
2 procedures, and/or practices were and are uniformly enforced against *all* non-exempt employees,
3 including Plaintiff herein.

4 17. Plaintiff is informed and believes, and thereupon alleges, that it is and was Defendants’
5 common policy, practice, and/or procedure to require non-exempt employees to perform work off the
6 clock without compensation. Specifically, non-exempt employees were required to perform pre-shift
7 tasks prior to clocking in, such as booting up work computers and logging into programs. Non-exempt
8 employees were also instructed to continue working after clocking out to finish their assignments.
9 Additionally, Defendants required non-exempt employees to undergo COVID-19 screenings prior to
10 clocking in and required non-exempt employees to receive the COVID vaccination while off the clock,
11 without compensating employees for this time.

12 18. Plaintiff is informed and believes, and thereupon alleges, that it is and was Defendants’
13 common policy, procedure, and/or business practice to require *all* non-exempt employees, irrespective
14 of job classification or job duties, to work during their meal and rest periods. For meal periods,
15 Defendants require non-exempt employees to clock out for 30 minutes but remain on duty.

16 19. Plaintiff is informed and believes, and thereupon alleges, that it is and was Defendants’
17 common policy, practice, and/or procedure to prevent non-exempt employees from taking
18 uninterrupted 10-minute rest periods and 30-minute meal breaks. In particular, non-exempt employees
19 are required to remain on-call and respond to cellphone calls or text messages from management
20 during their meal and rest periods. Non-exempt employees are not reimbursed for utilizing their
21 personal cellular phone data for Defendants’ benefit. Plaintiff is further informed and believes that
22 thereupon further alleges that Defendants failed to reimburse non-exempt employees for tools,
23 equipment, and expenses they purchased or incurred to perform work including a work computer,
24 home internet, office desk supplies and accessories, pens, highlighters, post it, binder clips, organizers,
25 lumbar support, foot stool, picture frames, posters, lamps, and COVID tests. In addition, Defendants
26 did not reimburse non-exempt employees for mileage incurred while performing tasks or running
27 errands on behalf of Defendants.

28 20. Plaintiff is informed and believes, and thereupon alleges, that it is and was Defendants’

1 common policy, procedure, and/or business practice to require on-duty meal periods in the absence of
2 on-duty meal period agreements. Thus, all non-exempt employees, including Plaintiff herein, work or
3 worked shifts without being provided with statutorily required meal or rest periods.

4 21. Plaintiff is further informed and believes, and thereupon further alleges, that for every
5 occurrence of rest and meal period violations, Defendants commonly failed to pay an hour premium
6 payment to its non-exempt employees, including Plaintiff herein. Furthermore, Defendants have a
7 common policy, practice, and/or procedure to underreport all on-duty time worked by their non-
8 exempt employees during their meal periods resulting in unpaid wages, including minimum wages,
9 overtime, and/or double-time wages.

10 22. Based on the foregoing, Plaintiff is informed and believes, and thereupon alleges, that
11 Defendants required him and members of the Class to work shifts exceeding eight (8) hours a day
12 and/or forty (40) hours a week but failed to compensate them with overtime and/or double-time
13 compensation for all time worked in excess of eight (8) hours in a workday and/or forty (40) hours in
14 any given workweek.

15 23. Plaintiff is informed and believes, and thereon alleges, that Defendants unlawfully
16 collected and received from Plaintiff and other similarly situated non-exempt employees wages that
17 had already been earned by making improper deductions or charge-backs from their paychecks to
18 cover Defendants' business costs or losses.

19 24. Plaintiff is informed and believes, and thereon alleges, that Defendants failed to pay
20 Plaintiff and other similarly situated employees their earned wages on a bi-monthly basis, instead
21 delaying and spacing out wage payments more than ten calendar days following the close of each
22 payroll period.

23 25. Due to Defendants' failure to properly pay its employees for all hours worked,
24 including overtime compensation, double time compensation, and meal and rest break premiums, as a
25 derivative result Plaintiff and members of the Class were not provided with accurate itemized wage
26 statements, nor were they paid all wages due upon termination or resignation.

27 26. In addition, because Plaintiff and members of the Class were not compensated for all
28 hours worked, their paychecks did not, and do not, accurately or correctly reflect all hours worked or

1 the corresponding rates of pay, including premium payments owed for each meal or rest period
2 violation.

3 **VI.**

4 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

5 27. On August 22, 2024, Plaintiff electronically submitted written notice to the California
6 Labor and Workforce Development Agency (the “LWDA” or “Agency”), pursuant to the California
7 Private Attorney General Act of 2004 (“PAGA”), setting forth his contentions and claims on behalf of
8 himself and on behalf of all those similarly situated. Copies of this letter were also mailed to
9 Defendant Clare | Matrix on August 22, 2024, via certified mail. The LWDA failed to respond within
10 65 days thereby exhausting Plaintiff’s administrative remedies.

11 28. On December 8, 2025, Plaintiff electronically submitted an amended written notice to
12 the LWDA. Copies of this letter were also mailed to Defendant Clear | Matrix on December 8, 2025.
13 via certified mail. The LWDA failed to respond within 65 days thereby exhausting Plaintiff’s
14 administrative remedies.

15 29. On March 12, 2026, Plaintiff electronically submitted a further amended notice to the
16 LWDA, and served copies of this correspondence on Clare | Matrix the same day.

17 **VII.**

18 **FIRST CAUSE OF ACTION**

19 **Failure to Pay Minimum Wages**

20 **[CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197, and 1197.1; 8 CAL. CODE REGS. § 11050(4)]**

21 **(By Plaintiff and Putative Class as Against all Defendants, including DOES 1 through 50)**

22 30. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
23 of the preceding paragraphs in this SAC as fully set forth herein by reference.

24 31. California law requires the state minimum wage to be at least equal to the federal
25 minimum wage. CAL. LAB. CODE § 1182(b).

26 32. Notwithstanding section 1182(b) of the California Labor Code, the minimum wage may
27 be fixed by applicable state or local law and the payment of a lower wage than the minimum so fixed
28 is unlawful. CAL. LAB. CODE § 1197.

33. On April 4, 2016, Govern Jerry Brown signed into legislation Senate Bill 3 “SB 3” adopting a six-step increase to the state minimum wage. Relevant here,

For any employer who employees 26 or more employees, and minimum wage shall be as follows: [¶]

(D) From January 1, 2020, to December 31, 2020, inclusive,-thirteen dollars (\$13) per hour. [¶]

(E) From January 1, 2021, to December 31, 2021, inclusive,-fourteen dollars (\$14) per hour. [¶]

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

CAL. LAB. CODE § 1182.12(b)(1)(D)-(F), *et seq.*; *see also*, 8 CAL. CODE REGS. § 11050(4)(A)(2).

34. One of the protections outlined by SB 3 involves an annual review of the United States Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. CPI-W) by the Department of Finance. CAL. LAB. CODE § 1182.12(d), *et seq.*

35. In July 2022, the Department of Finance found that the inflation rate had increased by 7.9%, which required an increase in the minimum wage by 3.5%, resulting in the \$15.50 minimum hourly rate effective January 1, 2023. *See* 8 CAL. CODE REGS. § 11050(4)(A)(1)(b).

36. In July 2023, the Department of Finance found that the inflation rate had increased by 6.16% percent for the period from July 1, 2022, to June 30, 2023, compared to the prior 12-month period, which required an increase in the minimum wage by 3.5%, resulting in the \$16.00 minimum hourly rate effective January 1, 2024. *See* 8 CAL. CODE REGS. § 11050(4)(A)(1)(a).

37. Plaintiff is informed and believes, and thereupon alleges, that from July 11, 2020, and ongoing, Defendant, including DOES 1 through 50, both individually and in the aggregate, employed 26 or more employees, including Plaintiff and members of the Class.

38. Plaintiff and members of the Class were not compensated for all hours worked, including for work performed off the clock, as alleged herein. By virtue of Defendants' unlawful failure to pay Plaintiff or members of the Class their respective and applicable minimum wages, they have suffered, and will continue to suffer, damages in amounts which are presently unknown, but which exceed the jurisdictional limits of this Court, and which will be ascertained according to proof

1 at trial.

2 39. By virtue of Defendants' unlawful failure to pay Plaintiff and members of the Class
3 their respective and applicable minimum wages, they are entitled to recover the unpaid balance of the
4 full amounts of minimum wages as applicable, including interest thereon, reasonable attorneys' fees,
5 and costs of suit. CAL. LAB. CODE §§ 218.5 and 1194.

6 40. In addition, Plaintiff and members of the Class are "entitled to recover liquidated
7 damages in an amount equal to the wages unlawfully unpaid and interest thereon." CAL. LAB. CODE §
8 1194.2.

9 **VIII.**

10 **SECOND CAUSE OF ACTION**

11 **Failure to Pay Overtime and Double Time Compensation**

12 **[CAL. LAB. CODE §§ 510, 1194, 1198; 8 CAL. CODE REGS. § 11050(3)]**

13 **(By Plaintiff and Putative Class as Against all Defendants, including DOES 1 through 50)**

14 41. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
15 of the preceding paragraphs in this SAC as fully set forth herein by reference.

16 42. CAL. LAB. CODE §§ 510, 1194, and 1198 and INDUSTRIAL WAGE ORDER No. 5-
17 2001(3)(A)(1)(a), which is codified under 8 CAL. CODE REGS. § 11050(3)(A)(1)(a), as amended,
18 provide that employees in California shall not be employed more than eight (8) hours in any workday
19 or more than forty (40) hours in any workweek, unless they receive additional compensation beyond
20 their regular wages in amounts specified by law. In addition, an employer must pay double the
21 employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday,
22 and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a
23 workweek. 8 CAL. LAB. CODE § 11050(3)(A)(1)(b).

24 43. CAL. LAB. CODE § 1194 provides that an employee who has not been paid overtime
25 compensation as required by section 1198 may recover the unpaid balance of the full amount of such
26 overtime compensation, together with costs of suit, penalties, interest thereon, and attorneys' fees in a
27 civil action.

28 44. Plaintiff and members of the Class were not compensated for all hours worked. As a

1 result, Plaintiff and members of the Class worked more than eight (8) hours in a workday, and/or more
2 than forty (40) hours in a workweek as non-exempt employees of Defendants, including DOES 1
3 through 50, without receiving overtime or double time compensation.

4 45. At all times relevant hereto, Defendants, including DOES 1 through 50, failed to pay
5 Plaintiff or members of the Class overtime and double time compensation for the hours he worked in
6 excess of the maximum hours permissible by law as required by 8 CAL. CODE REGS. § 11050 and CAL.
7 LAB. CODE §§ 510, 1194, and 1198.

8 46. At no time relevant hereto were Plaintiff or members of the Class exempt from any
9 wage and hour provision under California law, including without limitation, any statute, rule, or
10 regulation governing the payment of overtime compensation.

11 47. By virtue of Defendants' unlawful failure to pay additional compensation to the
12 Plaintiff and the Class for their overtime hours, they have suffered, and will continue to suffer,
13 damages in the form of unpaid overtime and double time compensation subject to proof.

14 48. Plaintiff and the Class are also entitled to seek and recover interest at a rate of 10%, and
15 reasonable attorney's fees and costs pursuant to CAL. LAB. CODE §§ 128.5, 218.6, 1194, CAL. CODE
16 CIV. PROC. § 1032, and CAL. CIVIL CODE § 3289, *et. seq.*

17 IX.

18 THIRD CAUSE OF ACTION

19 Failure to Provide Meal Periods

20 [CAL. LAB. CODE §§ 226.7, 512; 8 CAL. CODE REGS. § 11050(11)]

21 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

22 49. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
23 of the preceding paragraphs in this SAC as fully set forth herein by reference.

24 50. CAL. LAB. CODE § 512(a) provides that no employer shall employ any person for a
25 work period of more than five (5) hours without providing a meal period of not less than 30 minutes.

26 51. INDUSTRIAL WAGE ORDER No. 5-2001(11)(A), which is codified under 8 CAL. CODE
27 REGS. § 11050(11)(A), states that an employer must relieve the employee of all work-related duties
28 during meal breaks; otherwise, the employee will be considered to be "on duty," which constitutes

1 compensable time.

2 52. In addition, CAL. LAB. CODE § 226.7 provides, in relevant part, as follows:

3 (b) An employer shall not require an employee to work during a meal... period
4 mandated pursuant to an applicable statute, or applicable regulation, standard, or order
of the Industrial Welfare Commission....

5 ***

6 (c) If an employer fails to provide an employee a meal... period in accordance with a
state law, including, but not limited to, an applicable statute or applicable regulation,
7 standard, or order of the Industrial Welfare Commission[.]..., the employer shall pay the
employee one additional hour of pay at the employee's regular rate of compensation for
8 each workday that the meal... period is not provided.

9 53. For every instance where an employer fails to provide an employee with an
10 uninterrupted meal period in accordance with INDUSTRIAL WAGE ORDER No. 5(11)(A), the employer
11 shall pay the employee one hour of pay at the employee's regular rate of compensation for each
12 workday that the meal period is not provided. 8 CAL. CODE REGS. § 11050(11)(B); *see also*, CAL.
13 LAB. CODE § 226.7(c).

14 54. At all relevant times hereto, Plaintiff and members of the Class regularly worked more
15 than five-hour increments; however, at all times relevant hereto, Defendant, including DOES 1
16 through 50, failed to provide uninterrupted meal periods to Plaintiff or members of the Class as
17 required by CAL. LAB. CODE §§ 226.7, 512 and 8 CAL. CODE REGS. § 11050(11), as further alleged
18 herein.

19 55. By virtue of requiring Plaintiff and the Class to work through meal periods free from
20 work duties, Defendants have intentionally and improperly denied statutorily mandated meal periods
21 in violation of CAL. LAB. CODE §§ 226.7, 512, and 8 CAL. CODE REGS. § 11050(11). Plaintiff and the
22 Class have suffered, and will continue to suffer, damages in the form of unpaid meal break premium
23 payments in an amount according to proof, along with interest pursuant to section 3287 of the
24 California Civil Code.

25 56. Plaintiff and the Class are also entitled to seek and recover interest at a rate of 7%
26 pursuant to CAL. CONST., ART. XV, § 1, and costs pursuant to CAL. CIVIL CODE § 1032, *et. seq.*

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1 X.

2 **FOURTH CAUSE OF ACTION**

3 **Failure to Provide Rest Periods**

4 **[CAL. LAB. CODE § 226.7; 8 CAL. CODE REGS. § 11050(12)]**

5 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

6 57. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
7 of the preceding paragraphs in this SAC as fully set forth herein by reference.

8 58. CAL. LAB. CODE § 226.7 provides in relevant part, as follows:

9 (b) An employer shall not require an employee to work during a... rest... period
10 mandated pursuant to an applicable statute, or applicable regulation, standard, or order
of the Industrial Welfare Commission....

11 ***

12 (d) A rest... period mandated pursuant to a state law, including, but not limited to, an
13 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
Commission[...], shall be counted as hours worked, for which there shall be no
deduction from wages.

14 59. The California Labor Code also states, in relevant part:

15 If an employer fails to provide an employee a... rest... period in accordance with a
16 state law, including, but not limited to, an applicable statute or applicable regulation,
standard, or order of the Industrial Welfare Commission[...], the employer shall pay the
17 employee one additional hour of pay at the employee's regular rate of compensation for
each workday that the... rest... period is not provided.

18 CAL. LAB. CODE § 227.7(c).

19 60. INDUSTRIAL WAGE ORDER No. 5-2001(12)(A), which is codified under 8 CAL. CODE
20 REGS. § 11050(12)(A), requires employers to provide rest breaks that shall be counted as hours
21 worked for which there shall be no deduction of wages.

22 61. 8 CAL. CODE REGS. § 11050(12)(A) also requires that an employer provide its
23 employees with a 10-minute rest break for every four-hour increment of time worked, or major
24 fraction thereof. *See also, Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal. 4th 1004, 1029
25 (“Employees are entitled to 10 minute rests for shifts from three and one-half to six hours in length, 20
26 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours
27 up to 14 hours, and so on.”).

28 62. CAL. LAB. CODE § 226.7 and 8 CAL. CODE REGS. § 11050(12)(B), further require that

1 for every workday in which it fails to provide a rest period during any four-hour increment, the
2 employer must pay the employee premium wages at a rate of an hour's pay at the employee's regular
3 rate of pay.

4 63. Plaintiff and members of the Class regularly worked four-hour increments and were not
5 provided with statutorily mandated rest breaks during their shifts.

6 64. By virtue of Defendants' unlawful failure to authorize, permit, or provide rest periods
7 as required by law, Plaintiff and members of the Class have suffered, and will continue to suffer,
8 damages in the form of unpaid rest break premium payments in an amount according to proof, along
9 with interest pursuant to section 3287 of the California Civil Code.

10 65. Plaintiff and the Class are also entitled to seek and recover interest at a rate of 7%
11 pursuant to CAL. CONST., ART. XV, § 1, and costs pursuant to CAL. CIVIL CODE § 1032, *et seq.*

12 **XI.**

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Timely Pay Wages**

15 **[CAL. LAB. CODE § 204, *et seq.*]**

16 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

17 66. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
18 of the preceding paragraphs in this SAC as fully set forth herein by reference.

19 67. California Labor Code section 204(a) requires employers to pay all earned wages to
20 employees in a timely manner, including by ensuring that wages earned between the 1st and 15th days
21 of any calendar month are paid no later than the 26th day of the month during which the labor was
22 performed, and that wages earned between the 16th and last day of the month are paid no later than the
23 10th day of the following month, or on other semimonthly paydays established in accordance with
24 law.

25 68. Plaintiff is informed and believes, and thereon alleges, that during the relevant time
26 period Defendants failed to pay Plaintiff and members of the Class all earned wages in the time and
27 manner required by California Labor Code section 204(a), including by failing to pay wages on a
28 semimonthly basis and instead delaying and spacing out wage payments more than ten (10) calendar

1 days following the close of each payroll period and otherwise failing to issue timely paychecks for
2 wages earned in preceding pay periods.

3 69. By failing to pay wages in accordance with the timing requirements set forth in
4 California Labor Code section 204(a), Defendants violated California Labor Code section 204 and
5 related provisions, including California Labor Code sections 210 and 218, and applicable Industrial
6 Welfare Commission Wage Orders.

7 70. As a direct and proximate result of Defendants' failure to timely pay wages as required
8 by California Labor Code section 204(a), Plaintiff and members of the Class have suffered, and will
9 continue to suffer, damages and harm in that they were deprived of the full and timely payment of
10 wages to which they were legally entitled. Plaintiff and members of the Class are therefore entitled to
11 recover all unpaid and untimely paid wages, plus interest thereon, in an amount according to proof at
12 trial, pursuant to California Labor Code sections 204 and 218, Civil Code section 3287, and California
13 Constitution, article XV, section 1.

14 71. In addition, pursuant to California Labor Code section 210, Plaintiff and members of
15 the Class are entitled, to the extent recoverable, to civil penalties for each failure by Defendants to pay
16 wages in the time and manner required by California Labor Code section 204(a), including one
17 hundred dollars (\$100.00) for each initial violation for each employee, and two hundred dollars
18 (\$200.00) for each subsequent or willful violation for each employee, together with twenty-five
19 percent (25%) of the amount of wages unlawfully withheld, according to proof.

20 72. Plaintiff and members of the Class are further entitled to recover, to the extent
21 permitted by law, reasonable attorneys' fees and costs pursuant to, *inter alia*, California Labor Code
22 sections 218.5 and/or 1194.

23 XII.

24 SIXTH CAUSE OF ACTION

25 Unlawful Deduction of Wages

26 [CAL. LAB. CODE § 221]

27 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

28 73. Plaintiff re-alleges and incorporates herein each and every allegation contained in each

1 of the preceding paragraphs in this SAC as fully set forth herein by reference.

2 74. California Labor Code section 221 provides, in pertinent part, that it shall be unlawful
3 for any employer to collect or receive from an employee any part of wages theretofore paid to the
4 employee.

5 75. During the relevant time period, Plaintiff and members of the Class were employed by
6 Defendants in non-exempt positions in California and were paid hourly wages, commissions, bonuses,
7 incentives, and other forms of compensation that constituted “wages” within the meaning of California
8 law.

9 76. Plaintiff is informed and believes, and thereon alleges, that during the relevant time
10 period Defendants unlawfully collected and received from Plaintiff and members of the Class wages
11 that had already been earned and paid, by making improper deductions and charge-backs from their
12 paychecks to cover Defendants’ business costs, losses, expenses, and other items properly borne by
13 Defendants, thereby requiring Plaintiff and members of the Class to return a portion of their previously
14 paid wages.

15 77. Plaintiff is further informed and believes, and thereon alleges, that such deductions and
16 charge-backs were not authorized by law, were not required by any state or federal statute, were not the
17 result of any valid wage garnishment or court order, and did not fall within any other lawful exception
18 permitting an employer to recoup wages previously paid to an employee.

19 78. By engaging in the unlawful collection and receipt of wages previously paid to Plaintiff
20 and members of the Class, as alleged herein, Defendants violated California Labor Code section 221.

21 79. As a direct and proximate result of Defendants’ violations of California Labor Code
22 section 221, Plaintiff and members of the Class have suffered, and will continue to suffer, damages and
23 harm in that they were deprived of wages that they had lawfully earned and that had already been paid
24 to them. Plaintiff and members of the Class are therefore entitled to recover all amounts unlawfully
25 deducted or recouped from their wages, together with interest thereon, in an amount according to proof
26 at trial.

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1 **XIII.**

2 **SEVENTH CAUSE OF ACTION**

3 **Failure to Indemnify**

4 **[CAL. LAB. CODE § 2802; 8 CAL. CODE REGS. § 11050(9)(B)]**

5 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

6 80. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
7 of the preceding paragraphs in this SAC as fully set forth herein by reference.

8 81. INDUSTRIAL WAGE ORDER No. 5-2001, which is codified under 8 CAL. CODE REGS. §
9 11050, as amended, states in relevant part: “[w]hen tools or equipment or are necessary for the
10 performance of a job, such tools and equipment shall be provided and maintained by the employer....”
11 8 CAL. CODE REGS. § 11050(9)(B).

12 82. Section 2802(a) of the California Labor Code provides that “[a]n employer shall
13 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
14 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of
15 the employer....”

16 83. In addition:

17 All awards made by a court or by the Division of Labor Standards Enforcement for
18 reimbursement of necessary expenditures under this section shall carry interest at the
19 same rate as judgments in civil actions. Interest shall accrue from the date on which the
employee incurred the necessary expenditure or loss.

20 *Id.* § 2802(b). Under this section the term “necessary expenditures or losses” includes attorneys’ fees.

21 *Id.* § 2802(c).

22 84. It was and is Defendants’ common policy and practice to require its employees,
23 including Plaintiff and members of the Class, to use their cellular phone and cellular phone data to
24 remain on-call, as alleged herein. Plaintiff and members of the Class, however, were never reimbursed
25 for the use of their cellular phone or data, which were used for the benefit of the Defendants herein.

26 85. In addition, Defendants failed to reimburse Plaintiff and members of the Class for other
27 tools, equipment, and expenses they purchased or incurred to perform work for Defendants, including
28 but not limited to: a work computer, home internet, office desk supplies and accessories, pens,

1 highlighters, post it, binder clips, organizers, lumbar support, foot stool, picture frames, posters, lamps,
2 COVID tests, , and mileage incurred while performing tasks or running errands on behalf of
3 Defendants, as alleged herein.

4 86. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and the
5 Class have been damaged in an amount according to proof at trial, and they seek reimbursement of all
6 necessary expenditures, plus interest thereon at a rate of 10% pursuant to section 2802(b) of the
7 California Labor Code.

8 87. Additionally, Plaintiff and the Class are entitled to an award of costs, expenses, and
9 reasonable attorneys' fees, pursuant to CAL. LAB. CODE § 2802(c) and CAL. CIV. CODE § 1032, *et seq.*

10 **XIV.**

11 **EIGHTH CAUSE OF ACTION**

12 **Failure to Provide Accurate Wage Statements**

13 **[CAL. LAB. CODE §§ 226, 226.3; 8 CAL. CODE REGS. § 11050(7)]**

14 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

15 88. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
16 of the preceding paragraphs in this SAC as fully set forth herein by reference.

17 89. CAL. LAB. CODE § 226 provides that an employer shall provide its employees with
18 accurate wage statements as follows:

19 (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish
20 each of his or her employees, either as a detachable part of the check, draft, or voucher
21 paying the employee's wages, or separately when wages are paid by personal check or
22 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
23 total hours worked by the employee...[,] (3) the number of piece-rate units earned and
24 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
25 deductions, provided that all deductions made on written orders of the employee may
26 be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of
27 the period for which the employee is paid, (7) the name of the employee and only the
28 last four digits of his or her social security number or an employee identification
number other than a social security number, (8) the name and address of the legal entity
that is the employer...[,] and (9) all applicable hourly rates in effect during the pay
period and the corresponding number of hours worked at each hourly rate by the
employee and, beginning July 1, 2013, if the employer is a temporary services
employer as defined in Section 201.3, the rate of pay and the total hours worked for
each temporary services assignment At all times relevant hereto, the fundamental,
formally established public policy of the State of California as expressed in Article I,
section 8 of the California Constitution was and is that employees be free from race-
based and disability-based discrimination and harassment in their employment.

1 90. INDUSTRIAL WAGE ORDER NO. 5-2001, which is codified under 8 CAL. CODE REGS. §
2 11050, as amended, states in relevant part:

3 (B) Every employer who has control over wages, hours, or working conditions shall
4 semimonthly or at the time of each payment of wages furnish each employee an
5 itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the
6 period for which the employee is paid; (3) the name of the employee or the employee's
7 social security number; and (4) the name of the employer, provided all deductions made
8 on written orders of the employee may be aggregated and shown as one item. [¶]

9 (C) All required records shall be in the English language and in ink or other indelible
10 form, dated properly, showing month, day and year. The employer who has control
11 over wages, hours, or working conditions shall also keep said records on file at the
12 place of employment or at a central location for at least three years. An employee's
13 records shall be available for inspection by the employee upon reasonable request.

14 8 CAL. CODE REGS. §§ 11050(7), (B)-(C).

15 91. At all times relevant herein, Defendant, including DOES 1 through 50, failed to
16 properly and accurately itemize the number of hours worked by Plaintiff and the Class at their
17 effective regular rates of pay, including the effective overtime rates of pay. The wage statements also
18 failed to itemize any premium wages owed for each meal or rest period violation, as alleged herein.

19 92. By failing to pay Plaintiff and members of the Class wages for all hours worked,
20 including overtime compensation and premium wages, Defendants have violated the requirement that
21 the total hours worked, and all wages earned be included in the wage statements that must be provided
22 to the Plaintiff and the Class.

23 93. Defendants willfully, knowingly, and intentionally failed to comply with CAL. LAB.
24 CODE § 226 by failing to pay minimum wages, overtime compensation for hours worked in excess of
25 forty, and by failing to provide meal breaks or paying the appropriate premium wages for missed meal
26 breaks, as required by law, thereby causing damages to Plaintiff and the Class by failing to include all
27 hours worked and wages earned in their wage statements. In addition, Defendants failed to provide
28 wage statements that accurately state all gross wages earned, total hours worked, net wages earned, the
name and social security number or employee identification number of the employee, the name and
address of the legal entity that is the legal employer, and all applicable hourly rates during the pay
period and the corresponding number of hours worked.

94. Defendants failed to provide wage statements in compliance with CAL. LAB. CODE §

1 226 and to keep accurate records as required by CAL. LAB. CODE § 1174(d).

2 95. These damages include and are not limited to costs expended calculating the true hours
3 worked and the amount of employment taxes that were not properly paid to state and federal tax
4 authorities, are difficult to estimate. Therefore, Plaintiff elects to recover penalties on behalf of
5 themselves and on behalf of the Class pursuant to CAL. LAB. CODE § 226 in an amount \$4,000 each,
6 and reasonable attorney's fees and costs pursuant to CAL. LAB. CODE § 226 and CAL. CODE CIV. PROC.
7 § 1032, *et. seq.*

8 **XV.**

9 **NINTH CAUSE OF ACTION**

10 **Waiting Time Penalties**

11 **[CAL. LABOR CODE §§ 201, 202, and 203]**

12 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

13 96. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
14 of the preceding paragraphs in this SAC as fully set forth herein by reference.

15 97. Sections 201 and 202 of the California Labor Code require employers to pay their
16 employees all wages due immediately upon discharge, or within seventy-two hours of resigning
17 without notice.

18 98. Section 203 of the California Labor Code provides that when an employer willfully
19 fails to make a timely payment of final wages pursuant to sections 201 and 202 of the California Labor
20 Code, the employer must, as a penalty, continue to pay the employee's wages at an employee's daily
21 rate, up to thirty days.

22 99. Defendants, including DOES 1 through 50, willfully, knowingly, and intentionally
23 failed to fully compensate all wages due to Plaintiff and the Class, including minimum wages,
24 overtime, double time, and meal and rest break premiums, as further alleged herein.

25 100. Since Plaintiff and the members of the Class have yet to be fully compensated for all
26 hours worked, they are entitled to waiting time penalties in the amount of their daily rate of pay up to
27 thirty days pursuant to section 203 of the California Labor Code, in an amount according to proof,

28 101. Plaintiff and the Class are also entitled to seek and recover interest at a rate of 10%, and

costs pursuant to CAL. LAB. CODE § 218.6, CAL. CIVIL CODE § 3289, and CAL. CODE CIV. PROC. § 1032, *et seq.*

XVI.

TENTH CAUSE OF ACTION

For Penalties Pursuant To Private Attorney General Act (“PAGA”)

[CAL. LAB. CODE §§ 2699, *et seq.*]

(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)

102. Plaintiff re-alleges and incorporates herein each and every allegation contained in each of the preceding paragraphs in this SAC as fully set forth herein by reference.

103. The California Private Attorney General Act of 2004, codified under sections 2698-2699 of the California Labor Code, expressly establishes that any provision of the California Labor Code that 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. Alternatively, the civil penalties may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

104. 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 the civil penalties.

105. Plaintiff and the other members of the Class are “aggrieved employees” as defined by section 2699 of the California Labor Code in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

106. Plaintiff seeks civil penalties for Defendants’ violations of the following Labor Code sections and Industrial Wage Orders:

- (a) Failure to timely pay wages at the appropriate rates of pay, including minimum wages, in violation of CAL. LAB. CODE §§ 204, 210, 218, 510, 511, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 8 CAL. CODE REGS. §§ 11050(3), *et seq.*, and 11050(4), *et seq.*;

- (b) Failure to provide meal periods as mandated by CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11050(11), *et seq.*;
- (c) Failure to provide rest periods as mandated by CAL. LAB. CODE § 226.7, and 8 CAL. CODE REGS. § 11050(12), *et seq.*;
- (d) Failure to provide aggrieved employees with a suitable place for resting and/or eating during their meal or rest breaks in violation of CAL. LAB. CODE § 1198 and 8 CAL. CODE REGS. §§ 11050(11)(C) and 11050(13);
- (e) Failure to indemnify or reimburse for all out-of-pocket expenses in violation of CAL. LAB. CODE § 2802, and 8 CAL. CODE REGS. § 11050(9)(B);
- (f) Failure to timely pay wages during employment in violation of CAL. LAB. CODE § 204;
- (g) Unlawful deduction of wages in violation in violation of CAL. LAB. CODE § 221;
- (h) Failure to provide prompt payment of wages to employees upon termination and/or resignation in violation of CAL. LAB. CODE §§ 201, 202, and 203; and
- (i) Failure to provide accurate itemized wage statements to employees in violation of CAL. LAB. CODE §§ 226 and 226.3.

107. On August 22, 2024, Plaintiff electronically submitted written notice to the California LWDA setting forth his contentions and claims on behalf of himself and on behalf of all those similarly situated. Copies of this letter were also mailed to Defendants on August 22, 2024, via certified mail.

108. On December 8, 2025, Plaintiff electronically submitted an amended written notice to the LWDA. Copies of this letter were also mailed to Defendant Clear | Matrix on December 8, 2025, via certified mail. The LWDA failed to respond within 65 days thereby exhausting Plaintiff's administrative remedies.

109. The LWDA has failed to respond within the time prescribed under section 2699.3, subd. (a)(2)(A), of the California Labor Code, thereby exhausting Plaintiff's administrative remedies. Plaintiff therefore amends the existing complaint herein, as a matter of right, to add a PAGA cause of action. CAL. LAB. CODE § 2699.3(a)(2)(C).

1 110. Pursuant to section 2699 of the California Labor Code, Plaintiff, individually and on
2 behalf of all aggrieved employees, requests and is entitled to recover from the Defendants wage
3 compensation for uncompensated wages according to proof, interest, attorney's fees, and costs
4 pursuant to CAL. LABOR CODE § 218.5, as well as all civil penalties against Defendants, including
5 DOES 2 through 20, including but not limited to:

- 6 (a) Where penalties are not already specified in the applicable provision of the
7 California Labor Code, \$100 for each aggrieved employee per pay-period for the
8 initial violation, and \$200 for each aggrieved employee per pay period if (i)
9 within the previous five years the LWDA or a court has held that the Clare
10 Matrix's policies or practices giving raise the violations alleged herein were
11 unlawful, or (ii) the court finds that Clare Matrix's conduct alleged herein was
12 malicious, fraudulent, or oppressive (*see* CAL. LAB. CODE §§ 2699(f)(2)(A) and
13 (B));
- 14 (b) Penalties under CAL. LAB. CODE § 226.3 for violations of CAL. LAB. CODE § 226,
15 in addition to any other penalty provided by law, of two hundred fifty dollars
16 (\$250) per aggrieved employee for the first violation, and one thousand dollars
17 (\$1,000) per aggrieved employee for each subsequent violation;
- 18 (c) A penalty of \$25 for each aggrieved employee per pay period for inaccurate wage
19 statement violations (*see* CAL. LAB. CODE § 2699(f)(2)(A)(i));
- 20 (d) Penalties under Title 8 of the California Code of Regulations, as set forth in
21 Industrial Wage Order 5, in the amount of \$50 for each aggrieved employee per
22 pay period for an initial violation, and \$100 for each aggrieved employee per pay
23 period for each subsequent violation (*see* CAL. LAB. CODE § 558);
- 24 (e) Penalties under CAL. LABOR CODE § 210 in addition to, and entirely independent
25 and apart from, any other penalty provided in the California Labor Code, in the
26 amount of \$100 for each aggrieved employee per pay period for the initial
27 violation, and \$200 for each aggrieved employee per pay period for each
28 subsequent violation or any willful or intentional violation, plus 25% of the

1 wages wrongfully withheld; and

2 (f) Any and all additional penalties and sums as provided by the California Labor
3 Code, and/or other statutes.

4 111. In addition, Plaintiff seeks and is entitled to have 65% of all penalties recovered
5 pursuant to section 2699, *et seq.*, allocated to the LWDA, and 35% to the aggrieved employees. CAL.
6 LAB. CODE § 2699(m). Further, Plaintiff seeks and is entitled to recover reasonable attorneys' fees and
7 costs pursuant to sections 2699, 218.5, 210 and 212 of the California Labor Code, and any other
8 applicable statute, including CAL. CODE CIV. PROC. § 1032, *et seq.*

9 **XVII.**

10 **ELEVENTH CAUSE OF ACTION**

11 **Unfair Competition and Unlawful Business Practices**

12 **[CAL. BUS. & PROF. CODE § 17200, *et seq.*]**

13 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

14 112. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
15 of the preceding paragraphs in this SAC as fully set forth herein by reference.

16 113. Each Defendant, including DOES 1 through 50, are considered a "person," as the term
17 is defined under section 17021 of the California Business & Professions Code.

18 114. Section 17200 of the California Business and Professions Code defines unfair
19 competition as any unlawful, unfair, or fraudulent business act or practice.

20 115. Plaintiff and the members of the Class have suffered an injury-in-fact as a result of
21 Defendants' conduct in violation of the Unfair Competition Law (CAL. BUS. & PROF. CODE § 17200 *et*
22 *seq.*). Specifically, Plaintiff and the Class have lost money and/or property as a result of Defendants'
23 wrongful conduct. The injuries suffered by Plaintiff and the Class were directly related to Defendants'
24 wrongful conduct.

25 116. At all times relevant hereto, by and through the conduct described herein, Defendants,
26 including DOES 1 through 50, have engaged in unfair, fraudulent and unlawful practices, in violation
27 of CAL. BUS. & PROF. CODE §§ 17200 *et. seq.*, and have thereby deprived Plaintiff and members of the
28 Class of fundamental rights and privileges guaranteed to all employees under the California Labor

1 Code.

2 117. All of the acts described herein as violations of, among other things, the California
3 Labor Code and applicable IWC Wage Orders, are unlawful and in violation of public policy, and are
4 immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair, unlawful, and/or
5 fraudulent business practices in violation of CAL. BUS. & PROF. CODE §§ 17200 *et seq.* Specifically,
6 Defendants' unfair, unlawful, and/or fraudulent business practices include the following violations:

- 7 (a) Failure to timely pay wages at the appropriate rates of pay, including minimum
8 wages, in violation of CAL. LAB. CODE §§ 204, 510, 511, 558, 1182.12, 1194,
9 1197, 1198, and 8 CAL. CODE REGS. §§ 11050(3), *et seq.*, and 11050(4), *et seq.*;
- 10 (b) Failure to provide meal periods as mandated by CAL. LAB. CODE §§ 226.7 and
11 512, and 8 CAL. CODE REGS. § 11050(11), *et seq.*;
- 12 (c) Failure to provide rest periods as mandated by CAL. LAB. CODE § 226.7, and 8
13 CAL. CODE REGS. § 11050(12), *et seq.*;
- 14 (d) Failure to provide prompt payment of wages to employees upon termination and
15 resignation in violation of CAL. LAB. CODE §§ 201, 202, and 203;
- 16 (e) Failure to timely pay wages to employees during employment in violation of
17 CAL. LAB. CODE § 204;
- 18 (f) Unlawful deduction of wages in violation in violation of CAL. LAB. CODE § 221;
- 19 (g) Failure to provide accurate itemized wage statements to employees in violation
20 of CAL. LAB. CODE §§ 226 and 226.3; and
- 21 (h) Failure to indemnify or reimburse for all out-of-pocket expenses in violation of
22 CAL. LAB. CODE § 2802, and 8 CAL. CODE REGS. § 11050(9)(B).

23 118. By and through the unfair, fraudulent, and unlawful business practices described herein,
24 Defendants, including DOES 1 through 50, have obtained valuable property, money, and services from
25 Plaintiff and the Class, and has deprived them of valuable rights and benefits guaranteed by the law,
26 all to their detriment.

27 119. Furthermore, Plaintiff is informed and believes, and thereupon alleges, that Defendants
28 have underreported to federal and state authorities the wages earned by Plaintiff and the members of

1 the Class, and therefore, have underpaid state and federal taxes, employer matching funds,
2 unemployment premiums, Social Security, Medicare and Workers' Compensation premiums. This
3 conduct is criminal in nature and subjects Defendants to sanctions, fines, and imprisonment, and is
4 actionable under CAL. BUS. & PROF. CODE §§ 1700, *et seq.* and 17200 *et seq.*

5 120. Plaintiff is informed and believes, and based upon that information and belief alleges,
6 that by requiring Plaintiff and the Class to work without minimum wage compensation, or work
7 overtime without receiving overtime compensation, and failing to provide meal and rest periods,
8 Defendants have engaged in business within the state of California to offer its services at a lower price
9 for the purpose of injuring competitors and/or destroying competition in violation of CAL. BUS. &
10 PROF. CODE § 17043.

11 121. Pursuant to CAL. BUS. & PROF. CODE §§ 17071 and 17075, Defendants' failure to pay
12 wages, overtime compensation, related benefits, and employment taxes, is admissible as evidence of
13 Defendants' intent to violate Chapter 4 of the Unfair Business Trade Act.

14 122. Defendants' practices are unlawful, unfair, deceptive, untrue, and misleading.

15 123. Plaintiff is entitled to seek, and does seek, such relief as may be necessary to restore the
16 money and property that Defendants have acquired, or of which Plaintiff and members of the Class
17 have been deprived of, by means of the above-described unfair and unlawful business practices.

18 124. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to redress
19 the injuries that they have suffered as a consequence of Defendants' unfair and unlawful business
20 practices. As such, Defendants should be required to disgorge the unpaid moneys owed to Plaintiff and
21 the Class.

22 125. Because Plaintiff seeks to enforce an important right affecting the public interest, *to wit*,
23 the lawful payment of wages as required by law, the disgorgement of ill-gotten gains, and the
24 restitution of unlawfully withheld wages, with interest thereon at a rate of 10% pursuant to CAL. LAB.
25 CODE § 218.6, and CAL. CIVIL CODE § 3289, Plaintiff requests an award of attorneys' fees, pursuant to
26 CAL. CODE CIV. PROC. § 1021.5, and costs pursuant to CAL. CODE CIV. PROC. § 1032.

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1 XVIII.

2 TWELFTH CAUSE OF ACTION

3 Failure to Furnish Employee File and Payroll Records

4 [CAL. LAB. CODE §§ 226(b), 226(c) 226(f) 1198.5, 1198.5(a), 1198.5(b), and 1198.5(k)]

5 (By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50.)

6 126. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
7 of the preceding paragraphs in this SAC as fully set forth herein by reference.

8 127. CAL. LAB. CODE § 226(b) states, in relevant part, that “[a]n employer... shall afford
9 current and former employees the right to inspect or receive a copy of records pertaining to their
10 employment, upon reasonable request to the employer.” CAL. LAB. CODE § 1198.5(a) likewise states,
11 in relevant part, that “[e]very current and former employee... has the right to inspect and receive a
12 copy of the personnel records that the employer maintains relating to the employee's performance or
13 to any grievance concerning the employee.”

14 128. An employer’s failure to comply with an employee’s request pursuant to section 226(b)
15 of the California Labor Code within 21 days entitles the employee to \$750 from the employer. CAL.
16 LAB. CODE §§ 226(c) and (f).

17 129. An employer’s failure to comply with an employee’s request pursuant to section
18 1198.5 of the California Labor Code within 30 days entitles the employee to \$750 from the employer.
19 CAL. LAB. CODE §§ 1198.5(b) and (k).

20 130. On January 24, 2024, and on February 13, 2024, Plaintiff tendered two written requests
21 to Defendants formally requesting his entire employee file, including payroll records.

22 131. Defendants failed to respond within the times prescribed under sections 226(c) and
23 1198.5(b) of the California Labor Code.

24 132. By virtue of the foregoing, on behalf of himself and the Class, Plaintiff seeks penalties
25 pursuant to sections 226(f) and 1198.5(b) of the California Labor Code, and injunctive relief to enforce
26 Defendants’ compliance along with an award for costs and reasonable attorneys’ fees, pursuant to
27 sections 226(h) and 1198.5(l) of the California Labor Code.

28 ///

1 **XIX.**

2 **PRAYER**

3 WHEREFORE, Plaintiff prays for judgment against each of the Defendants as follows:

4 **A. On The First Cause of Action.**

5 1. For compensatory damages, including unpaid wages, and other losses in an amount
6 according to proof;

7 2. For liquidated damages pursuant to CAL. LAB. CODE § 1194.2;

8 3. For an award of interest, including prejudgment interest at the legal rate pursuant to
9 CAL. LAB. CODE §§ 218.6, 1194, and CAL. CIV. CODE § 3289, *et seq.*; and

10 4. For reasonable attorneys' fees and costs of suit pursuant to CAL. LAB. CODE §§ 218.5,
11 1194, and CAL. CODE CIV. PROC. § 1032.

12 **B. On The Second Cause of Action.**

13 5. For compensatory damages, including lost wages, in an amount in an amount according
14 to proof;

15 6. For an award of interest, including prejudgment interest at the rate of 10% CAL. LAB.
16 CODE §§ 218.6, 1194, and CAL. CIV. CODE § 3289, *et seq.*; and

17 7. For reasonable attorneys' fees and costs of suit pursuant to CAL. LAB. CODE §§ 218.5,
18 1194, and CAL. CODE CIV. PROC. § 1032.

19 **C. On the Third and Fourth Causes of Actions.**

20 8. For unpaid premium payments in an amount according to proof;

21 9. For an award of interest, including prejudgment interest, at a rate of 7% pursuant to
22 CAL. CONST., ART. XV, § 1; and

23 10. For reasonable costs of suit pursuant to CAL. CODE CIV. PROC. § 1032.

24 **D. On the Fifth Cause of Action.**

25 11. For all unpaid and untimely paid wages, plus interest thereon, in an amount according to
26 proof, pursuant to Cal. Lab. Code §§ 204 and 218, Cal. Civ. Code § 3287, and Cal. Const., art. XV, §
27 1;

28 12. For statutory penalties pursuant to Cal. Lab. Code § 210, including one hundred dollars

1 (\$100) for each initial violation for each employee, and two hundred dollars (\$200) for each
2 subsequent or willful violation for each employee, plus twenty-five percent (25%) of the amount
3 unlawfully withheld, according to proof; and

4 13. For reasonable attorneys' fees and costs pursuant to Cal. Lab. Code §§ 218.5 and/or
5 1194, and Cal. Code Civ. Proc. § 1032.

6 **E. On the Sixth Cause of Action.**

7 14. For recovery of all wages unlawfully collected or received by Defendants from Plaintiff
8 and the Class, in an amount according to proof;

9 15. For an award of interest, including prejudgment interest, at the legal rate pursuant to
10 Cal. Lab. Code § 218.6 and Cal. Civ. Code § 3289, et seq.; and

11 16. For reasonable attorneys' fees and costs of suit pursuant to Cal. Lab. Code § 218.5 and
12 Cal. Code Civ. Proc. § 1032.

13 **F. On the Seventh Cause of Action.**

14 17. For reimbursement of all necessary expenditures, plus interest thereon at a rate of 10%,
15 pursuant to CAL. LAB. CODE § 2802(b); and

16 18. For costs and attorneys' fees pursuant to CAL. LAB. CODE § 2802(c) and CAL. CIV.
17 CODE § 1032, *et seq.*

18 **G. On the Eighth Cause of Action.**

19 19. For statutory penalties pursuant to CAL. LAB. CODE § 226; and

20 20. For attorneys' fees and costs pursuant to CAL. LAB. CODE § 226(g) and CAL. CODE CIV.
21 PROC. § 1032, *et seq.*

22 **H. On the Ninth Cause of Action.**

23 21. For statutory penalties CAL. LAB. CODE § 203, plus interest thereon at a rate of 10%,
24 pursuant to CAL. LAB. CODE § 218.6 and CAL. CIVIL CODE § 3289;

25 22. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032.

26 **I. On the Tenth Cause of Action.**

27 23. Where penalties are not already specified in the applicable provision of the California
28 Labor Code, \$100 for each aggrieved employee per pay-period for the initial violation, and \$200 for

1 each aggrieved employee per pay period if (i) within the previous five years the LWDA or a court has
2 held that the Clare Matrix's policies or practices giving raise the violations alleged herein were
3 unlawful, or (ii) the court finds that Clare Matrix's conduct alleged herein was malicious, fraudulent, or
4 oppressive (*see* CAL. LAB. CODE §§ 2699(f)(2)(A) and (B));

5 24. Penalties under CAL. LAB. CODE § 226.3 for violations of CAL. LAB. CODE § 226, in
6 addition to any other penalty provided by law, of two hundred fifty dollars (\$250) per aggrieved
7 employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each
8 subsequent violation;

9 25. A penalty of \$25 for each aggrieved employee per pay period for inaccurate wage
10 statement violations (*see* CAL. LAB. CODE § 2699(f)(2)(A)(i));

11 26. Penalties under Title 8 of the California Code of Regulations, as set forth in Industrial
12 Wage Order 5, in the amount of \$50 for each aggrieved employee per pay period for an initial
13 violation, and \$100 for each aggrieved employee per pay period for each subsequent violation (*see*
14 CAL. LAB. CODE § 558);

15 27. For any and all additional penalties and sums as provided by the CAL. LABOR CODE
16 and/or other statutes; and

17 28. For reasonable attorney's fees and costs pursuant to sections 2699, 218.5, 210 and 212
18 of the California Labor Code, and any other applicable statute.

19 **J. On the Eleventh Cause of Action.**

20 29. That Defendants, including DOES 1 through 50, be ordered and enjoined to pay
21 restitution and penalties to Plaintiff and the Class for Defendants' unlawful and/or unfair business
22 practices, pursuant to Business and Professions Code §§ 17200-05, plus interest thereon at a rate of
23 10%, pursuant to CAL. LAB. CODE § 218.6 and CAL. CIVIL CODE § 3289;

24 30. That Defendants, including DOES 1 through 50, further be enjoined to cease and desist
25 from unlawful and/or unfair activities in violation of Business and Professions Code § 17200, *et seq.*;

26 31. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

27 32. For attorneys' fees pursuant to CAL. CODE CIV. PROC. § 1021.5.

28 ///

1 **K. On the Twelfth Cause of Action.**

2 33. For penalties in the amount of \$1,500 pursuant to CAL. LAB. CODE §§ 226(f) and
3 1198.5(b);

4 34. For injunctive relief pursuant to CAL. LAB. CODE §§ 226(h) and 1198.5(l); and

5 35. For reasonable costs, including attorneys' fees, pursuant to CAL. LAB. CODE §§ 226(h)
6 and 1198.5(l).

7 **L. On All Causes of Action Excluding the Tenth Cause of Action.**

8 36. For an order granting class certification

9 37. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

10 38. For other and further relief as the Court deems just and proper.

11 **XX.**

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff requests a jury trial on all triable issues.

14
15 Dated: March 13, 2026

BAKER BURTON & LUNDY, P.C.

16
17 By:  _____

18 ALBRO L. LUNDY, III
19 EVAN R. KOCH

20 *Attorneys for Plaintiff and the Putative Class*

1 **PROOF OF SERVICE**

2 **RE: John Serris v. Clare | Matrix, Inc.**
3 **Case No: 24STCV21512**

4 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and
not a party to this action. My business address is 515 Pier Avenue, Hermosa Beach, CA 90254.

5 On **March 13, 2026**, I served true and correct copies of the following document(s) described
6 as:

7 **SECOND AMENDED CLASS ACTION COMPLAINT**

8 on the interested parties as follows:

9 Leticia M. Kimble, Esq.
leticia.kimble@jacksonlewis.com
10 Nicole Kardassakis, Esq.
nicole.kardassakis@jacksonlewis.com
11 **JACKSON LEWIS, P.C.**
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
12 cc. Esperansa Reinold
Esperansa.Reinold@jacksonlewis.com
13 Timothy Calla
Timothy.Calla@jacksonlewis.com

14 *Counsel for Defendant*
15 **CLEAR | MATRIX, INC.**

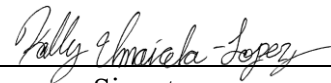
16 [] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for
17 mailing in the ordinary course of business at Hermosa Beach, California. I am “readily
familiar” with this firm’s practice of collection and processing correspondence for mailing.
18 Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day
in the ordinary course of business with postage thereon fully prepaid at Hermosa Beach,
California.

19 [✓] **BY EMAIL:** Complying with CALIFORNIA RULE OF COURT 2.251. *et. seq.* and CODE OF CIVIL
20 PROCEDURE § 1010.6(a)(2)(A), *et. seq.*, I caused a true and correct copy of the document(s) to
21 be served by electronic means addressed to the parties shown herein appearing on the above-
entitled case.

22 I declare under penalty of perjury under the laws of the State of California that the foregoing is
23 true and correct.

24 Executed on **March 13, 2026** at Hermosa Beach, California.

25 Kally Imaicela-Lopez
26 Type or Print Name


Signature