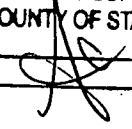


FILED

DEC 19 2025

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY  DEPUTY

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF STANISLAUS**

10 TERREA MCGILL, as an individual, and on
11 behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 PROFESSIONAL EXCHANGE SERVICE
15 CORPORATION, a California corporation;
16 and DOES 1 through 100, inclusive,

17 Defendants.

Case No. CV-24-006343

Amended as a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**SECOND AMENDED INDIVIDUAL
AND REPRESENTATIVE ACTION
COMPLAINT:**

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512)
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);
- (5) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);
- (6) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);
- (7) UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);
- (8) FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
AND
- (9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS

**GENERAL ACT (LABOR CODE §
2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Terrea McGill (hereinafter "Plaintiff"), as an individual, and on behalf of all
2 others similarly situated, hereby brings this Second Amended Individual and Representative
3 Action Complaint against Professional Exchange Service Corporation, a California corporation;
4 and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges
5 as follows:

6 **JURISDICTION**

7 1. Plaintiff hereby brings this Second Amended Individual and Representative
8 Action Complaint for recovery of unpaid wages and penalties under California Business and
9 Professions Code § 17200 *et seq.*, Labor Code §§ 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516,
10 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*, and Industrial Welfare Commission
11 Wage Order 4 ("Wage Order 4"), in addition to seeking declaratory relief and restitution. This
12 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
13 jurisdiction over Defendants' violations of the California Labor Code because the amount in
14 controversy exceeds this Court's jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in the County of Stanislaus. Defendants own, maintain offices, transact business, have
19 an agent or agents within the County of Stanislaus, and/or otherwise are found within the County
20 of Stanislaus, and Defendants are within the jurisdiction of this Court for purposes of service of
21 process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was and currently is a California resident. During the four years immediately preceding
25 the filing of the Complaint in this action and within the statute of limitations periods applicable
26 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
27 employee. Plaintiff was and is a victim of Defendants' policies and/or practices complained of
28 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code

1 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802,
2 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition
3 Law”), and Wage Order 4, which sets employment standards for professional, technical, clerical,
4 mechanical and similar occupations, inclusive of companies providing dispatch services.

5 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
6 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
7 continue to do) business by providing call center and administrative services in California and the
8 United States, employed Plaintiff within Stanislaus County and the state of California and,
9 therefore, were (and are) doing business in Stanislaus County and the State of California.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
13 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
14 and believe, and based thereon allege, that each of said fictitious defendants, whether individual,
15 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
16 and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the
17 unlawful employment practices, wrongs, injuries and damages complained of herein.

18 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
19 herein, Defendants were and are the employers of Plaintiff and Aggrieved Employees.

20 7. At all times herein mentioned, each of said Defendants participated in the doing
21 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
22 Defendants, and each of them, were the agents, servants, and employees of each and every one of
23 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
24 were acting within the course and scope of said agency and employment. Defendants, and each
25 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
26 omissions complained of herein.

27 8. At all times mentioned herein, Defendants, and each of them, were members of
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and
3 all Aggrieved Employees.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Plaintiff worked for Defendants between approximately April 2023 and November
6 5, 2023 as a dispatcher. Plaintiff's job responsibilities included providing an answering service
7 for medical offices and tow truck companies. Plaintiff was generally scheduled to work 5 to 6
8 and sometimes 7 days per week from approximately 4:30 p.m. to 2:30 a.m., but she often worked
9 longer.

10 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
11 other non-exempt employees were not paid for all hours worked as Defendants did not accurately
12 keep track of all hours worked. Plaintiff and other non-exempt employees were entitled to pay
13 increases per shift in the amount of 5% or 10% per hour depending on how late at night they
14 worked, i.e. working after 6:00 p.m. might entitle an employee to a 5% increase in his or her
15 hourly rate for the duration of the shift and working after midnight might entitle an employee to
16 a 10% increase in his or her hourly rate for the duration of the shift. Plaintiff and other non-
17 exempt employees were also entitled to occasional \$25 call-in bonuses. Additionally, Plaintiff
18 and other non-exempt employees were entitled to gift cards earned through passing quizzes taken
19 on the Paylocity app. Upon information and belief, the time records maintained by Defendants
20 were not reflective of the actual number of hours that Plaintiff and other non-exempt employees
21 actually worked. Defendants required Plaintiff and other non-exempt employees to clock in and
22 out through the Paylocity app on their personal cellular phones. However, upon information and
23 belief, Defendants shaved time off of Plaintiff's time worked. As an example, Plaintiff noted that
24 when she worked 120 hours in a pay period, her paycheck merely reflected pay for 110 hours in
25 the pay period.
26

27 11. Furthermore, Plaintiff and other non-exempt employees worked overtime hours,
28 but did not receive all overtime compensation equal to one and one-half times their regular rates

1 of pay for all overtime hours worked. Defendants also maintained a policy/practice of not
2 compensating Plaintiff and other non-exempt employees for all their hours worked in the pay
3 period. Further, upon information and belief, Defendants did not compensate Plaintiff and other
4 non-exempt employees at the correct regular rate for all overtime hours worked as the regular rate
5 did not factor in the bonuses received by Plaintiff and other non-exempt employees or the night
6 pay increases per shift or the gift cards. As discussed above, upon information and belief,
7 Defendants maintained a policy/practice of shaving time worked off of the paystubs of Plaintiff
8 and other non-exempt employees. Additionally, when Plaintiff and other non-exempt employees
9 were required to work seven consecutive days in a workweek, they were not paid an overtime
10 rate of pay for the first eight hours worked on the seventh consecutive day worked during a
11 workweek or double their regular rate of pay for work in excess of eight hours on the seventh day
12 of the workweek worked. As a result, Defendants failed to ensure that Plaintiff and other non-
13 exempt employees were being paid at least the minimum wage for all hours worked, and failed
14 to ensure that Plaintiff and other non-exempt employees received proper overtime wages for all
15 overtime hours worked.
16

17 12. Plaintiff and other non-exempt employees were not authorized to take all legally
18 required rest periods. This practice was pervasive throughout Plaintiff's employment. Plaintiff
19 and other non-exempt employees almost never received a full, uninterrupted rest period because
20 there was no one available to cover or relieve them during their shifts to answer the phones.
21 Defendants also instructed Plaintiff and other non-exempt employees that they had to be available
22 to address concerns raised and therefore, when they took their rest periods, they could not leave
23 the premises. Defendants further required Plaintiff and other non-exempt employees to keep their
24 radios/walkie talkies on them during work hours, including during break hours. Even though
25 Plaintiff often worked more than 10 hours in one day, Plaintiff almost never received a full,
26 uninterrupted first, second or third rest period throughout her employment with Defendants.
27 Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt employees to
28 take all lawful paid rest periods, due to their uniform and unlawful practices, Defendants almost

1 never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate
2 for each rest period violation as required by Labor Code § 226.7. Upon information and belief,
3 during at least a portion of the relevant period, Defendants maintained no payroll code or another
4 mechanism for the payment of rest period premiums in the event Plaintiff and other non-exempt
5 employees were not authorized to take lawful rest periods.

6 13. Defendants also almost never provided Plaintiff and other non-exempt employees
7 with a legally compliant first meal period when they worked shifts in excess of 5.0 hours or a
8 legally compliant second meal period when they worked shifts longer than 10.0 hours. As
9 described above, often, there were not enough employees available to cover Plaintiff and other
10 non-exempt employees during their meal periods. Additionally, even if there were employees
11 available to provide coverage during meal periods, then Plaintiff and other non-exempt employees
12 experienced meal period interruptions because they had to be available to provide assistance
13 during their meal periods to the non-exempt employee offering to provide coverage. Defendants
14 instructed Plaintiff and other non-exempt employees that they could not leave the premises for
15 their meal periods because the phones could not be left unattended and someone always had to
16 be available to respond to phone calls. Further, Defendants required Plaintiff and other non-
17 exempt employees to remain accessible by walkie talkies during work hours, including during
18 their meal periods. Additionally, when Plaintiff ate a meal, she often started her meal period after
19 the fifth hour of her work day. Despite Defendants' failure to provide Plaintiff and other non-
20 exempt employees with all lawful meal periods due to their uniform and unlawful practices,
21 Defendants almost never provided Plaintiff and other non-exempt employees with an hour of pay
22 at their regular rate for each meal period violation as required by Labor Code § 226.7.
23

24 14. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-
25 exempt employees for all reasonable and necessary work expenditures, including, but not limited
26 to, requiring Plaintiff and other non-exempt employees to utilize their personal cell phones for
27 necessary business purposes such as clocking in and out.

28 15. Defendants have maintained inaccurate payroll records, failed to timely pay all

1 wages owed to employees, and failed to timely pay separating employees at the time of their
2 separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure
3 to accurately compensate Plaintiff and other non-exempt employees for all minimum and
4 overtime wages, and failure to pay premium pay for failing to provide all required meal periods
5 and authorize all rest periods.

6 16. Defendants failed to issue to Plaintiff and other non-exempt employees accurate
7 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
8 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
9 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
10 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
11 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
12 only the last four digits of his or her social security number or an employee identification number
13 other than a social security number, (8) the name and address of the legal entity that is the
14 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate by the employee.

16 17. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
17 by failing to provide Plaintiff and other aggrieved employees written notices, in the language
18 normally used to communicate employment related information to the employees, containing
19 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
20 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
21 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
22 employer; vii) identifying information for the employer's workers' compensation insurance
23 carrier; and viii) information informing the employee of their right to accrue and use paid sick
24 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other
25 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

26 **FIRST CAUSE OF ACTION**

27 **MINIMUM WAGE VIOLATIONS**

28 **(AGAINST ALL DEFENDANTS)**

1 18. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

2 19. Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
3 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
4 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
5 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
6 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
7 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
8 their pay practices to the requirements of the law by failing to pay Plaintiff for all hours actually
9 worked including, but not limited to, all hours she was subject to the control of Defendants and/or
10 suffered or permitted to work under the California Labor Code and Wage Order 4.

11 20. California Labor Code § 1198 makes unlawful the employment of an employee
12 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
13 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
14 those employees the balance of the unpaid wages as well as liquidated damages in an amount
15 equal to the wages due and interest thereon.

16 21. As a direct and proximate result of Defendants' unlawful conduct as alleged
17 herein, Plaintiff has sustained economic damages, including but not limited to, unpaid wages and
18 lost interest in an amount to be established at trial, and are entitled to recover economic and
19 statutory damages and penalties and other appropriate relief as a result of Defendants' violations
20 of the California Labor Code and Wage Order 4.

21 22. Defendants' practice and uniform administration of corporate policy regarding
22 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff in
23 a civil action for the unpaid amount of minimum wages, liquidated damages, including interest
24 thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor
25 Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil Procedure § 1021.5.

26 **SECOND CAUSE OF ACTION**

27 **FAILURE TO PAY ALL OVERTIME WAGES**

28 **(AGAINST ALL DEFENDANTS)**

1 23. Plaintiff re-allege and incorporates by reference all previous paragraphs.

2 24. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
3 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
4 overtime hours worked, and provide a private right of action for the failure to pay all overtime
5 compensation for overtime work performed.

6 25. At all times relevant herein, Defendants were required to properly compensate
7 Plaintiff for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order
8 4. Wage Order 4, § 3 requires an employer to pay overtime wages when an employee's hours
9 worked cross certain thresholds or meet certain criteria set forth in the Wage Order.

10 26. The foregoing policies and practices are unlawful and create entitlement to
11 recovery by Plaintiff in a civil action for the unpaid amount of overtime premiums owing,
12 including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to
13 California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 4, and Code of Civil
14 Procedure § 1021.5.

15 **THIRD CAUSE OF ACTION**

16 **MEAL PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

18 27. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

19 28. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
20 in their affirmative obligation to provide all of their non-exempt employees in California,
21 including Plaintiff with all legally compliant meal periods in accordance with the mandates of the
22 California Labor Code and Wage Order 4, § 11. Despite Defendants' violations, Defendants did
23 not pay an additional hour of pay to Plaintiff at her respective regular rate of pay, in accordance
24 with California Labor Code §§ 226.7, and 512.

25 29. As a result, Defendants are responsible for paying premium compensation for meal
26 period violations including interest thereon, as well as statutory penalties, civil penalties, and
27 costs of suit, pursuant to Labor Code §§ 204, 226.7, 512, Wage Order 4, and Civil Code §§
28

1 3287(b) and 3289.

2 **FOURTH CAUSE OF ACTION**

3 **REST PERIOD VIOLATIONS**

4 **(AGAINST ALL DEFENDANTS)**

5 30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 31. Wage Order 4, § 12 and California Labor Code §§ 226.2, 226.7 and 516 establish
7 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
8 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

9 32. As alleged herein, Defendants failed to authorize and permit Plaintiff to take all
10 legally compliant rest periods.

11 33. The foregoing violations create an entitlement to recovery by Plaintiff in a civil
12 action for the unpaid rest period wages and the amount of rest period premiums owing, including
13 interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to
14 California Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

15 **FIFTH CAUSE OF ACTION**

16 **WAITING TIME PENALTIES**

17 **(AGAINST ALL DEFENDANTS)**

18 34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 35. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
20 an employer to pay all wages immediately at the time of termination of employment in the event
21 the employer discharges the employee or the employee provides at least 72 hours of notice of
22 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
23 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
24 employee's last date of employment.

25 36. Defendants failed to timely pay Plaintiff all final wages due to her at the time of
26 their separation including, among other things, unpaid and/or underpaid overtime and minimum
27 wages owed, and rest period premium wages. Further, Plaintiff is informed and believes, and
28

1 based thereon alleges, that as a matter of uniform policy and practice, Defendants failed to pay
2 Plaintiff all earned wages at the end of employment in a timely manner pursuant to the
3 requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful
4 within the meaning of Labor Code § 203.

5 37. Defendants' willful failure to timely pay Plaintiff her earned wages upon
6 separation from employment results in a continued payment of wages up to thirty (30) days from
7 the time the wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor
8 Code § 203, plus reasonable attorneys' fees and costs of suit.

9 **SIXTH CAUSE OF ACTION**

10 **WAGE STATEMENT VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

12 38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

13 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
15 with complete and accurate wage statements reflecting the meal & rest period premiums in
16 violation of Labor Code § 226 et seq.

17 40. Defendants' failures in furnishing Plaintiff with complete and accurate itemized
18 wage statements resulted in actual injury, as said failures led to, among other things, the non-
19 payment of all minimum and overtime wages, meal and rest period premium wages, and deprived
20 them of the information necessary to identify the discrepancies in Defendants' reported data.

21 41. Defendants' failures create an entitlement to recovery by Plaintiff in a civil action
22 for all damages and/or penalties pursuant to Labor Code § 226 et seq., including statutory
23 penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California
24 Labor Code § 226 et seq.

25 **SEVENTH CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

27 **(AGAINST ALL DEFENDANTS)**

1 42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

2 43. Defendants have engaged and continue to engage in unfair and/or unlawful
3 business practices in California in violation of California Business and Professions Code § 17200
4 et seq., by failing to pay Plaintiff all minimum and overtime wages, failing to provide all required
5 meal and rest periods, or pay premium payments in lieu thereof, failing to furnish accurate,
6 itemized wage statements, and willfully failing to timely pay Plaintiff all final wages due upon
7 separation of employment.

8 44. Defendants' utilization of these unfair and/or unlawful business practices deprived
9 Plaintiff of compensation to which she was legally entitled, constitutes unfair and/or unlawful
10 competition, and provides an unfair advantage over Defendants' competitors who have been
11 and/or are currently employing workers and attempting to do so in honest compliance with
12 applicable wage and hour laws.

13 45. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
14 herein, Plaintiff for herself seeks full restitution of monies, as necessary and according to proof,
15 to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to
16 Business and Professions Code §§ 17203 and 17208.

17 46. The acts complained of herein occurred within the last four years immediately
18 preceding the filing of the Complaint in this action.

19 47. Plaintiff is compelled to retain the services of counsel to file this court action to
20 protect his interests to obtain restitution and injunctive relief on behalf of Defendants' current
21 non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has
22 thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover
23 under Code of Civil Procedure § 1021.5.

24
25 **EIGHTH CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

27 **(AGAINST ALL DEFENDANTS)**

28 48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 49. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
2 states that “an employer shall indemnify his or her employees for all necessary expenditures or
3 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
4 his or her obedience to the directions of the employer...”

5 50. Due to Defendants’ unlawful policy and practice of requiring employees to use
6 their personal cell phones in the performance of their work duties, Defendants have violated Labor
7 Code § 2802.

8 51. Plaintiff is entitled to attorneys’ fees and costs of suit pursuant to Labor Code §
9 2802(c) for bringing this action.

10 52. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
11 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
12 Plaintiff is entitled to interest, which shall accrue from the date on which they incurred the initial
13 necessary expenditure.
14

15 **NINTH CAUSE OF ACTION**
16 **PRIVATE ATTORNEYS GENERAL ACT**
17 **(AGAINST ALL DEFENDANTS)**

18 53. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
19 fully set forth herein.

20 54. Defendants have committed several Labor Code violations against Plaintiff,
21 members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee”
22 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
23 employees, brings this representative action against Defendants to recover the civil penalties due
24 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
25 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
26 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
27 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
28 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each

1 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
2 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
3 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
4 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
5 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
6 subsequent violation per employee per pay period for those violations of the Labor Code for which
7 no civil penalty is specifically provided, based on the following Labor Code violations:

- 8 a. Failing to pay minimum wages for all hours worked to Plaintiff, Aggrieved
9 Employees, and other aggrieved employees in violation of Labor Code §§ 551-
10 552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 11 b. Failing to pay Plaintiff, Aggrieved Employees, and other aggrieved employees
12 all earned overtime compensation in violation of Labor Code §§ 204, 510, 558,
13 1194, and 1198;
- 14 c. Failing to authorize and permit all legally required rest periods, and failure to
15 pay rest period premium wages, to Plaintiff, Aggrieved Employees, and other
16 aggrieved employees at the regular rate of compensation in violation of Labor
17 Code §§ 226.7, 516 and 558;
- 18 d. Failing to provide all legally required meal periods, and failure to pay meal
19 period premium wages, to Plaintiff, Aggrieved Employees, and other aggrieved
20 employees at the regular rate of compensation in violation of Labor Code §§
21 226.7, 512, and 1198;
- 22 e. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved
23 employees for necessary business expenditures incurred by Plaintiff, and other
24 aggrieved employees in violation of Labor Code §§ 2800, 2802 and 2804;
- 25 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
26 employees with complete, accurate, itemized wage statements in violation of
27 Labor Code § 226;
- 28 g. Failing to timely pay all final wages and compensation earned by Plaintiff, the

Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;

i. Failing to permit and authorize Plaintiff and other non-exempt to exercise the use of their accrued paid sick leave days in violation of Labor Code § 245.5;

j. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiff and other aggrieved employees in violation of Labor Code § 2810.5; and

k. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

55. On August 12, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 54 (a)-(k). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

56. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit brought against Defendants, as follows:

1. Upon the First Cause of Action, for payment of minimum wages, liquidated

1 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
2 1198 and Wage Order 4 § 4(A);

3 2. Upon the Second Cause of Action, for compensatory, consequential, general, and
4 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and
5 Wage Order 4 § 3(A);

6 3. Upon the Third Cause of Action, for compensatory, consequential, general and
7 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;

8 4. Upon the Fourth Cause of Action, for compensatory, consequential, general and
9 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;

10 5. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
11 Labor Code §§ 201-203;

12 6. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
13 226;

14 7. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or
15 property unlawfully acquired by Defendants by means of any acts or practices declared by this
16 Court to be in violation of Business and Professions Code § 17200 *et seq.*;

17 8. Upon the Eighth Cause of Action, for compensatory, consequential, general, and
18 special damages according to proof pursuant to Labor Code § 2802;

19 9. Upon the Ninth Cause of Action, for (1) \$100.00 for each initial violation for each
20 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
21 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
22 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
23 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
24 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
25 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
26 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
27 each initial violation and \$200 for each subsequent violation per employee per pay period for the
28 violations of the Labor Code Sections cited in Labor Code § 2699.5;

10. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §226, and Code of Civil Procedure § 1021.5; and

12. For such other and further relief the Court may deem just and proper.

Dated: December 19, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

By:

Daniel J. Brown
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: December 19, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

By:

Daniel J. Brown
Attorneys for Plaintiff

1
2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA)
4) ss.
COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of
6 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney
Blvd. Venice, CA 90291

7 On December 19, 2025, I served the document listed below on the parties in this action as
8 follows:

9 **-SECOND AMENDED INDIVIDUAL AND REPRESENTATIVE ACTION**
10 **COMPLAINT:**

11 ☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for
12 deposit in the U.S. Postal Service at my place of business at Venice, California,
13 following the ordinary business practices of my place of business. I am readily familiar
14 with the business practice at my place of business for collection and processing of
correspondence for mail with the U.S. Postal Service. Under that practice, such
correspondence is deposited with the U.S. Postal Service the same day it is collected
and processed in the ordinary course of business.

15 ☒ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the
16 document(s) listed above to the email address(es) of the person(s) set forth on the
17 attached service list from the email address assistant@stansburybrownlaw.com. I did
18 not receive, within a reasonable time after the transmission, any electronic message or
19 other indication that the transmission was unsuccessful. Service by e-mail was made
20 pursuant to agreement of the parties, confirmed in writing, or as an additional method
of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R.
2.260.

21 ☒ (STATE) I declare under penalty of perjury under the laws of the State of California
22 that the above is true and correct.

23 Executed on December 19, 2025, at South Gate, CA.

24 Laura Romero

25 Laura Romero
26
27
28

SERVICE LIST

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Daniella Crisanti, Esq.
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