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Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

KALU EKEH, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

QUALITY TECHNOLOGY SERVICES,
LLC, a Delaware limited liability
company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24CV019854

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- 1. VIOLATION OF LABOR CODE §§ 226.7 AND 512;**
- 2. VIOLATION OF LABOR CODE § 226.7;**
- 3. VIOLATION OF LABOR CODE §§ 510, 558, AND 1194;**
- 4. VIOLATION OF LABOR CODE §§ 201-203;**
- 5. VIOLATION OF LABOR CODE § 226(a);**
- 6. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*;**
- 7. VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

DEMAND OVER \$25,000.00

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

09/11/2025

By: A. Gray Deputy

1 Plaintiff Kalu Ekeh (“Plaintiff”) hereby submits this Second Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendant Quality Technology
3 Services, LLC (“Defendant” or the “Company”) and Does 1 through 50 (collectively,
4 “Defendants”). Plaintiff brings claims on behalf of himself and other similarly situated current
5 and former employees of Defendants for violations of the California Labor Code and California
6 Business and Professions Code, as follows:

7 **INTRODUCTION**

8 1. This Complaint is within the Court’s jurisdiction under California Labor Code §§
9 201-203, 226, 226.7, 246, 510, 512, 558, 1194, and 2698, *et seq.*, the applicable Industrial
10 Welfare Commission (“IWC”) Wage Orders, and California Business and Professions Code §
11 17200, *et seq.* (the “UCL”).

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code, the applicable IWC Wage Orders, and the UCL against
14 individuals who worked for Defendants.

15 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by failing to provide off-duty meal and rest periods
18 and/or pay premiums at the regular rate of pay, failing to pay overtime and/or double time at the
19 regular rate of pay, failing to pay sick pay at the regular rate of pay, and failing to provide
20 accurate itemized wage statements to employees.

21 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 have engaged in, among other things, a system of willful violations of the California Labor Code,
23 the applicable IWC Wage Orders, and the UCL by creating and maintaining policies, practices,
24 and customs that knowingly deny employees the above stated rights and benefits.

25 5. The policies, practices, and customs of Defendants described above and below
26 have resulted in unjust enrichment of Defendants and an unfair business advantage over
27 businesses that routinely adhere to the strictures of the California Labor Code and the California
28 Business and Professions Code.

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7. Venue is proper in Sacramento County because Plaintiff worked for Defendants in Sacramento, California.

8. Plaintiff was employed by Defendants as a Data Center Operations Technician and Critical Operations Technician from approximately 2013, until on or about September 12, 2024. Plaintiff worked as an hourly non-exempt employee.

10. Plaintiff is informed and believes, and based thereon alleges, that Quality Technology Services, LLC was and is a Delaware limited liability company which provides data center and colocation services throughout the United States, including Sacramento County, California.

12. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the

1 matters alleged herein and proximately caused Plaintiff and members of the general public and
2 class to be subject to the illegal employment practices, wrongs, and injuries complained of
3 herein.

4 13. At all times herein mentioned, each defendant participated in the doing of the acts
5 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,
6 and each of them, were the agents, servants, and employees of each of the other defendants, as
7 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
8 course and scope of said agency and employment.

9 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
10 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
11 joint venturer of, or working in concert with each of the other co-Defendants and was acting
12 within the course and scope of such agency, employment, joint venture, or concerted activity. To
13 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
14 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
15 Defendants.

16 15. At all times herein mentioned, Defendants, and each of them, were members of,
17 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
18 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

19 16. At all times herein mentioned, the acts and omissions of various Defendants, and
20 each of them, concurred and contributed to the various acts and omissions of each and all of the
21 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
22 herein mentioned, Defendants, and each of them, ratified each and every act or omission
23 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
24 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
25 damages as herein alleged.

26 **CLASS ACTION ALLEGATIONS**

27 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
28 California Code of Civil Procedure section 382, of the following class: All non-exempt

employees in California at any time between September 30, 2020, through March 24, 2025 (the “Class” or “Class Members”).

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to provide off-duty meal periods and/or pay premium wages in lieu thereof at the regular rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failed to provide off-duty rest periods and/or pay premium wages in lieu thereof at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (c) failed to pay overtime and/or double time wages at the regular rate of pay, in violation of Labor Code §§ 201-203, 510, 558, and 1194; (d) failed to pay sick pay at the regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (e) failed to provide accurate, itemized wage statements, in violation of Labor Code § 226; and (f) engaged in Unfair Business Practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and the individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California state and federal courts.

20. Defendants uniformly administered a corporate policy, practice of: (a) failing to provide off-duty meal periods and/or pay premium wages in lieu thereof at the regular rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failing to provide off-duty rest periods and/or pay premium wages in lieu thereof at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (c) failing to pay overtime and/or double time wages at the regular rate of pay, in violation of Labor Code §§ 201-203, 510, 558, and 1194; (d) failing to pay sick pay at the regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (e) failing to

1 provide accurate, itemized wage statements, in violation of Labor Code § 226; and (f) engaging
2 in Unfair Business Practices in violation of the California Labor Code, the applicable IWC Wage
3 Orders, and the UCL.

4 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
5 a consistent and uniform policy, practice, and procedure of willfully failing to comply with
6 Labor Code §§ 201-203, 226, 226.7, 246, 510, 512, 558, and 1194, the applicable IWC Wage
7 Orders, and the UCL.

8 22. **Common Question of Law and Fact:** There are predominant common questions
9 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
10 concerning Defendants' policy and practice of: (a) failing to provide off-duty meal periods
11 and/or pay premium wages in lieu thereof at the regular rate of pay, in violation of Labor Code
12 §§ 201-203, 226.7, and 512; (b) failing to provide off-duty rest periods and/or pay premium
13 wages in lieu thereof at the regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7;
14 (c) failing to pay overtime and/or double time wages at the regular rate of pay, in violation of
15 Labor Code §§ 201-203, 510, 558, and 1194; (d) failing to pay sick pay at the regular rate of pay,
16 in violation of Labor Code §§ 201-203 and 246; (e) failing to provide accurate, itemized wage
17 statements, in violation of Labor Code § 226; and (f) engaging in Unfair Business Practices in
18 violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

19 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
20 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
21 manner as the Class Members. As with other non-exempt employees, Plaintiff regularly worked
22 shifts without being provided off-duty meal and rest breaks. More specifically, Plaintiff was
23 required to remain on-duty for meal and rest breaks. Moreover, Defendants regularly required
24 Plaintiff to keep his phone on and respond to work-related calls during his breaks. Defendants
25 failed to pay Plaintiff premium compensation for all missed, late, and/or interrupted meal and
26 rest periods, as mandated by Labor Code § 226.7. On occasions when premium compensation
27 was paid, Defendants failed to pay the meal and rest period premium at the correct, regular rate
28 of pay. Instead, the premium compensation was paid at less than the regular rate of pay.

1 Additionally, Plaintiff was also paid overtime and double time wages, which were not paid at the
2 regular rate of pay in the pay period. When Plaintiff was paid overtime and double time wages,
3 he was paid based on rates that are less than the regular rate of pay. Similarly, when sick pay
4 wages were disbursed, it was paid at less than the regular rate of pay. Defendants failed to pay
5 Plaintiff all wages owed upon separation of employment, including unpaid and underpaid meal
6 and rest period premiums, overtime/double wages, and sick pay. As a result of the above
7 violations, the wage statements issued to Plaintiff failed to identify the correct gross wages
8 earned, net wages earned, and hourly rates of pay. As such, Plaintiff is a member of the Class
9 and has suffered the alleged violations of California Labor Code §§ 201-203, 226, 226.7, 246,
10 510, 512, 558, and 1194, the applicable IWC Wage Orders, and the UCL.

11 24. The California Labor Code upon which Plaintiff bases these claims is broadly
12 remedial in nature. These laws and labor standards serve an important public interest in
13 establishing minimum working conditions and standards in California. These laws and labor
14 standards protect the average working employee from exploitation by employers who may seek
15 to take advantage of superior economic and bargaining power in setting onerous terms and
16 conditions of employment.

17 25. The nature of this action and the format of laws available to Plaintiff and
18 members of the Class identified herein make the class action format a particularly efficient and
19 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
20 file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable
21 advantage since it would be able to exploit and overwhelm the limited resources of each
22 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
23 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
24 employees who would be disinclined to file an action against their former and/or current
25 employer for real and justifiable fear of retaliation and permanent damage to their careers at
26 subsequent employment.

27 26. The prosecution of separate actions by the individual class members, even if
28 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect

1 to individual Class Members against the Defendants and which would establish potentially
2 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
3 individual Class Members which would, as a practical matter, be dispositive of the interest of the
4 other Class Members not parties to the adjudications or which would substantially impair or
5 impede the ability of the Class Members to protect their interests. Further, the claims of the
6 individual members of the Class are not sufficiently large to warrant vigorous individual
7 prosecution considering all of the concomitant costs and expenses.

8 27. Such a pattern, practice, and uniform administration of corporate policy regarding
9 illegal employee compensation described herein is unlawful and creates an entitlement to
10 recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid meal and rest
11 period premium pay, applicable penalties, including, but not limited to waiting time penalties and
12 wage statement penalties, reasonable attorneys' fees, and costs of suit according to the mandate
13 of California Labor Code §§ 201-203, 226, 226.7, 246, 510, 512, 558, and 1194, and Code of
14 Civil Procedure § 1021.5.

15 28. Proof of a common business practice or factual pattern, which the named Plaintiff
16 experienced and is representative of, will establish the right of each of the members of the
17 Plaintiff Class to recovery on the causes of action alleged herein.

18 29. The Class is commonly entitled to a specific fund with respect to the
19 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
20 restitution of those funds being improperly withheld by Defendants. This action is brought for
21 the benefit of the entire Class and will result in the creation of a common fund.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE §§ 226.7 and 512**

24 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

25 30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
26 though fully set forth herein.

27 31. Pursuant to Labor Code § 512, an employer shall not require an employee to work
28 more than five hours in a shift without providing the employee with a meal period of not less

1 than thirty (30) minutes. Additionally, an employer shall not require an employee to work more
2 than ten (10) hours in a shift without providing the employee with a second meal period of not
3 less than thirty (30) minutes.

4 32. At all relevant times, Defendants failed in their affirmative obligation to ensure
5 that Plaintiff and Class Members had the opportunity to take and were provided with off-duty
6 meals periods in accordance with the mandates of the California Labor Code and the applicable
7 IWC Wage Orders. More specifically, as a pattern and practice, Defendants required Plaintiff
8 and Class Members to remain on duty and perform work during their meal periods. Defendants
9 failed to pay premium compensation for all missed, late, and/or interrupted meal periods, as
10 mandated by Labor Code § 226.7.

11 33. Moreover, on occasions when meal premium compensation was paid, Defendants
12 failed to pay meal period premium compensation at the correct, regular rate of pay. Instead, the
13 premium compensation was paid at *less* than the regular rate of pay. As such, Plaintiff and the
14 Class are owed additional meal period premiums based on the correct, higher regular rate of pay.

15 34. Such a pattern, practice, and uniform administration of corporate policy as
16 described herein is unlawful and creates an entitlement to recovery by Plaintiff and Class
17 Members, in a civil action, for the unpaid premium compensation pursuant to Labor Code §
18 226.7, including interest thereon, penalties, and costs of suit.

19 35. Plaintiff is informed and believes, and based thereon allege, that Defendants'
20 willful failure to pay all meal period premium wages due and owing to Plaintiff and the Class
21 upon separation from employment results in a continued payment of wages up to thirty (30) days
22 from the time the wages were due. Therefore, Plaintiff and other members of the Class who have
23 separated from employment are entitled to compensation pursuant to Labor Code § 203.

24 36. Such a pattern, practice, and uniform administration of corporate policy as
25 described herein is unlawful and creates an entitlement to recovery by Plaintiff and Class
26 Members, in a civil action, for the unpaid premium compensation pursuant to Labor Code §
27 226.7, and the applicable IWC Wage Orders, including interest thereon, penalties, including
28 penalties pursuant to Labor Code §§ 201, 202, 203, 226.7, and 512, reasonable attorneys' fees,

1 and costs of suit.

2 **SECOND CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 226.7**

4 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

5 37. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
6 though fully set forth herein.

7 38. Pursuant to Labor Code § 226.7, an employer shall provide employees with a ten
8 (10) minute paid rest period for every 3.5 hours worked by an employee.

9 39. At all relevant times, Defendants failed in their affirmative obligation to ensure
10 that Plaintiff and Class Members had the opportunity to take and were provided with off-duty
11 rest periods in accordance with the mandates of the California Labor Code and the applicable
12 IWC Wage Orders. More specifically, as a pattern and practice, Defendants required Plaintiff
13 and Class Members to remain on duty and perform work during their rest periods. Defendants
14 failed to pay premium compensation for all missed, late, and/or interrupted rest periods, as
15 mandated by Labor Code § 226.7.

16 40. Moreover, on occasions when rest premium compensation was paid, Defendants
17 failed to pay rest period premium compensation at the correct, regular rate of pay. Instead, the
18 premium compensation was paid at *less* than the regular rate of pay. As such, Plaintiff and the
19 Class are owed additional rest period premiums based on the correct, higher regular rate of pay.

20 41. Such a pattern, practice, and uniform administration of corporate policy as
21 described herein is unlawful and creates an entitlement to recovery by Plaintiff and Class
22 Members, in a civil action, for the unpaid premium compensation pursuant to Labor Code §
23 226.7, including interest thereon, penalties, and costs of suit.

24 42. Plaintiff is informed and believes, and based thereon allege, that Defendants'
25 willful failure to pay all rest period premium wages due and owing to Plaintiff and the Class
26 upon separation from employment results in a continued payment of wages up to thirty (30) days
27 from the time the wages were due. Therefore, Plaintiff and other members of the Class who have
28 separated from employment are entitled to compensation pursuant to Labor Code § 203.

1 43. Such a pattern, practice, and uniform administration of corporate policy as
2 described herein is unlawful and creates an entitlement to recovery by Plaintiff and Class
3 Members, in a civil action, for the unpaid premium compensation pursuant to Labor Code §
4 226.7, and the applicable IWC Wage Orders, including interest thereon, penalties, including
5 penalties pursuant to Labor Code §§ 201, 202, 203, and 226.7, reasonable attorneys' fees, and
6 costs of suit.

7 **THIRD CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

9 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

10 44. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
11 though fully set forth herein.

12 45. This cause of action is brought pursuant to Labor Code § 510, which requires an
13 employer to pay employees overtime at a rate of one and one-half the employee's regular rate of
14 pay for any work in excess of eight hours in a workday or 40 hours in a workweek. In addition,
15 any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
16 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
17 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate
18 of pay of an employee.

19 46. As a pattern and practice, Defendants suffered and permitted employees to work
20 in excess of eight hours in a workday and/or over 40 hours in a workweek without proper
21 overtime pay. During workweeks where Plaintiff and Class Members worked overtime and/or
22 double time, Defendants failed to properly calculate the regular rate of pay for purposes of
23 paying overtime and/or double time.

24 47. As a result of such policy and practice, Defendants underpaid overtime and
25 double time wages to Plaintiff and the Class and thus owe additional wages.

26 48. Such a pattern, practice, and uniform administration of corporate policy regarding
27 illegal employee compensation as described herein is unlawful and creates an entitlement to
28 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of

1 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
2 to the mandate of California Labor Code §§ 218.5, 510, 558, and 1194.

3 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
4 willful failure to provide all overtime wages due and owing to Plaintiff and Class Members upon
5 separation from employment results in a continued payment of wages up to thirty (30) days from
6 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
7 separated from employment from Defendants are entitled to compensation pursuant to Labor
8 Code § 203.

9 **FOURTH CAUSE OF ACTION**

10 **VIOLATION OF LABOR CODE §§ 201-203**

11 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

12 50. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
13 though fully set forth herein.

14 51. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
15 in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue
16 as a penalty from the due date, and at the same rate until paid, but the wages shall not continue
17 for more than thirty (30) days.

18 52. Labor Code § 201 provides if an employer discharges an employee, the wages
19 earned and unpaid at the time of discharge are due and payable immediately.

20 53. Labor Code § 202 provides that an employee is entitled to receive all unpaid
21 wages no later than 72 hours after an employee quits his or her employment, unless the employee
22 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the
23 employee is entitled to his or her wages at the time of quitting.

24 54. Labor Code § 246 provides that an employee is entitled to receive sick time pay.
25 The employer shall calculate paid sick leave by using one of two calculations: (1) "Paid sick time
26 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for
27 the workweek in which the employee uses paid sick time, whether or not the employee actually
28 works overtime in that workweek;" or (2) "Paid sick time for nonexempt employees shall be

1 calculated by dividing the employee's total wages, not including overtime premium pay, by the
2 employee's total hours worked in the full pay periods of the prior 90 days of employment."

3 55. Whenever Defendants paid Plaintiff and Class Members sick time pursuant to
4 California Labor Code § 246, Defendants did so at an incorrect rate of pay. Defendants paid
5 Plaintiff and Class Members at an hourly rate of pay that was *less* than the regular rate of pay, as
6 required by Labor Code § 246. This resulted in the employees being underpaid for sick time and
7 resulted in violations of California Labor Code §§ 201, 202, and 203, because Defendants did not
8 pay, or timely pay, Plaintiff and Class Members all owing and unpaid wages for work performed
9 by them during their employment and at the end of their employment.

10 56. Defendants willfully failed to pay Plaintiff and Class Members all wages due, as
11 alleged hereinabove and hereinafter, upon the termination of their employment within the times
12 prescribed by Labor Code §§ 201 and 202, and are therefore subject to waiting time penalties.
13 Plaintiff and Class Members are entitled to recover from Defendants the statutory penalty for
14 each day they were not paid at their regular hourly rate of pay, up to a thirty (30) day maximum
15 pursuant to California Labor Code § 203.

16 **FIFTH CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE § 226(a)**

18 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

19 57. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
20 though fully set forth herein.

21 58. Defendants failed in their affirmative obligation to provide accurate itemized
22 wage statements. Defendants, as a matter of policy and practice, did not provide accurate records
23 in violation of Labor Code § 226 by failing to provide accurate payroll records for Plaintiff and
24 the Class.

25 59. As a result of Defendants' failure to pay proper meal and rest premiums and sick
26 pay wages as identified above, the wage statements issued to Plaintiff and Class Members failed
27 to identify the correct gross wages earned, net wages earned, and hourly rates of pay, in violation
28 of Labor Code § 226(a).

1 60. Such a pattern, practice, and uniform administration of corporate policy as
2 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
3 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
4 including interest thereon, attorneys' fees, and costs of suit according to the mandate of
5 California Labor Code § 226.

6 **SIXTH CAUSE OF ACTION**

7 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

8 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

9 61. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
10 though fully set forth herein.

11 62. Defendants, and each of them, have engaged and continue to engage in unfair and
12 unlawful business practices in California by practicing, employing, and utilizing the employment
13 practices outlined above, by: (a) failing to provide off-duty meal periods and/or pay premium
14 wages in lieu thereof at the regular rate of pay, in violation of Labor Code §§ 226.7 and 512; (b)
15 failing to provide off-duty rest periods and/or pay premium wages in lieu thereof at the regular
16 rate of pay, in violation of Labor Code § 226.7; and (c) failing to pay overtime and/or double
17 time wages at the regular rate of pay, in violation of Labor Code §§ 510, 558, and 1194.

18 63. Defendants' utilization of such unfair and unlawful business practices constitutes
19 unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

20 64. Plaintiff seeks, individually and on behalf of other members of the Class similarly
21 situated, full restitution of monies, as necessary and according to proof, to restore any and all
22 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
23 complained of herein.

24 65. Plaintiff is informed and believes, and based thereon alleges, that at all times
25 herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices,
26 as proscribed by California Business & Professions Code § 17200, *et seq.*, including those set
27 forth herein above thereby depriving Plaintiff and other Class Members the minimum working
28 standards and conditions due to them under the California laws as specifically described therein.

1 **SEVENTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

3 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

4 66. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set forth herein.

6 67. Plaintiff brings this cause of action as a proxy for the State of California and in
7 this capacity, seeks penalties on behalf of all aggrieved employees from September 16, 2023,
8 through the present, for Defendants' violations of Labor Code §§ 201-203, 226, 226.7, 246, 510,
9 512, 558, and 1194, arising from Defendants' policy and practice of failing to provide off-duty
10 meal and rest periods and/or pay premiums at the regular rate of pay, failing to pay overtime
11 and/or double time at the regular rate of pay, failing to pay sick pay at the regular rate of pay,
12 failing to pay all wages owed at separation of employment, and failing to provide accurate
13 itemized wage statements to employees.

14 68. Plaintiff and aggrieved employees regularly worked shifts without being provided
15 off-duty meal and rest breaks. More specifically, Plaintiff and aggrieved employees were
16 required to remain on-duty for meal and rest breaks.

17 69. In addition, Defendants failed to pay Plaintiff and aggrieved employees premium
18 compensation for all missed, late, and/or interrupted meal and rest periods, as mandated by
19 Labor Code §§ 226.7 and 512. On occasions when premium compensation was paid, Defendants
20 failed to pay the meal and rest period premium at the regular rate of pay. Instead, the premium
21 compensation was paid at less than the regular rate of pay.

22 70. Additionally, Plaintiff and aggrieved employees were paid overtime and double
23 time wages, which were not paid at the regular rate of pay in the pay period. When Plaintiff and
24 aggrieved employees were paid overtime and double time wages, they were paid based on rates
25 that were less than the regular rate of pay. Similarly, when sick pay wages were paid, it was paid
26 at less than the regular rate of pay.

27 71. Defendants failed to pay Plaintiff and aggrieved employees all wages owed upon
28 separation of employment, including unpaid and underpaid meal and rest period premiums,

overtime/double wages, and sick pay. As a result of the above violations, the wage statements issued to Plaintiff failed to identify the correct gross wages earned, net wages earned, and hourly rates of pay.

72. On or about September 16 and 30, 2024, Plaintiff sent written notices to the California Labor and Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201-203, 226, 226.7, 246, 510, 512, 558, and 1194, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”).

73. As of the date of the filing of this Complaint, the LWDA has yet to provide notice to Plaintiff as to whether it intends to investigate the Labor Code violations set forth in Plaintiff’s written notices. In addition to the LWDA, Plaintiff also sent his written notices to Defendant via certified mail pursuant to Labor Code § 2699.3.

74. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants’ violations of Labor Code §§ 201-203, 226, 226.7, 246, 510, 512, 558, and 1194, for the time period described above, on behalf of himself and other aggrieved employees.

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201, 202, 203, 226.7, and 512, and for costs and attorneys’ fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201, 202, 203, and 226.7, and for costs and attorneys’ fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201, 202, 203, 510, 558, and 1194, and for costs and attorneys’ fees;

1 7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to
2 California Labor Code §§ 201, 202, 203, and 246, and for costs and attorneys' fees;

3 8. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to
4 California Labor Code § 226, and for costs and attorneys' fees;

5 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and other similarly
6 affected members of the general public of all funds unlawfully acquired by Defendants by means
7 of any acts or practices declared by this Court to be in violation of California Business &
8 Professions Code § 17200, *et seq.*, and for costs and attorneys' fees;

9 10. Upon the Seventh Cause of Action, for the full amount of civil penalties pursuant
10 to the PAGA, and for costs and attorneys' fees;

11 11. On all causes of action, for attorneys' fees and costs as provided by California
12 Labor Code §§ 218.5, 226, and 2699, and Code of Civil Procedure § 1021.5; and

13 12. For such other and further relief as the Court may deem just and proper.
14

15 DATED: September 11, 2025

DIVERSITY LAW GROUP, P.C.

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17 By: 

18 Larry W. Lee
19 Kristen M. Agnew
20 Max W. Gavron
21 Kwanporn "Mai" Tulyathan
22 Attorneys for Plaintiff, the Class, and Aggrieved
23 Employees
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(Code of Civil Procedure Sections 1013a, 2015.5)

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