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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

KARL GRAHAM, individually, and on
behalf of all similarly situated individuals,

Plaintiff,

v.

CRUISE, LLC; ICONMA WORKFORCE
SOLUTIONS, L.L.C.;

Defendants.

Lead Case No. CGC-24-620070
[Consolidated with CGC-24-620101]

Hon. Jeffrey S. Ross - Dept. 613

**CONSOLIDATED COMPLAINT
CLASS ACTION
LAW ENFORCEMENT ACTION
SECOND AMENDED COMPLAINT**

KARL GRAHAM, as a proxy of the State of
California on behalf of Aggrieved
Employees,

Plaintiff,

v.

CRUISE, LLC; ICONMA WORKFORCE
SOLUTIONS, L.L.C.;

Defendants.

CLASS ACTION

Complaint Filed: November 22, 2024

PAGA ACTION

Complaint Filed: November 25, 2024

First Amended PAGA Complaint Filed:
November 20, 2025

JURY TRIAL DEMANDED

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
06/05/2026
Clerk of the Court
BY: RONNIE OTERO
Deputy Clerk

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1 Plaintiff Karl Graham, by and through his undersigned attorneys, hereby brings this class
2 action and law enforcement action against Defendants Cruise, LLC (“Cruise”) and Iconma
3 Workforce Solutions, L.L.C. (“Iconma”) (hereinafter collectively referred to as “Defendants”).
4 Plaintiff alleges as follows¹:

5 **NATURE OF THE CASE**

6 1. This case is brought as a class action and law enforcement action to address
7 Defendants’ violations of the California Labor Code, Industrial Welfare Commission (“IWC”)
8 Wage Orders, and Cal. Bus. & Prof. Code.

9 2. Defendant Cruise is a subsidiary of General Motors. Defendant Cruise is and at
10 all relevant times has been a self-driving autonomous vehicle and technology company.

11 3. Defendant Iconma is and at all relevant times has been engaged in the business of
12 providing staffing services to Cruise in the State of California, including in this Judicial District,
13 and it has a place of business in San Jose, California.

14 4. Plaintiff Karl Graham worked for Defendants as a test driver of Cruise’s
15 autonomous vehicles in San Francisco, California. Plaintiff Graham worked for Defendants to
16 fulfill Cruise’s mission to test, launch, and support self-driving automotive technology,

17 5. Defendants have employed and/or jointly employed numerous test drivers, pit
18 crew, technicians, and security personnel to support and carry out Cruise’s autonomous vehicles
19 and automotive technology business.

20 6. Cruise partnered with Iconma and other staffing agencies to hire and employ
21

22 ¹ On July 22, 2025, the Court entered an “Order After Case Management Conference on July 21,
23 2025”. In that Order, the Court ordered Plaintiff to “file his first amended complaint amending
24 the PAGA period to the one-year statute of limitations prior to the filing of the complaint as this
25 case was filed after June 19, 2024.” The Court’s order was ambiguous in two respects. First, since
26 there were two operative complaints at the time the Court issued its order, and only the Law
27 Enforcement Complaint alleged a PAGA claim, Plaintiff reasonably interpreted the order to
28 require Plaintiff to amend the Law Enforcement Complaint only. The Class Complaint never
alleged a PAGA claim. Second, the Court’s order only granted Plaintiff leave to file an
amendment as to the PAGA issue, and the Court did not instruct Plaintiff to consolidate his class
claims and PAGA claim into a single amended complaint. To minimize and avoid confusion,
Plaintiff stylizes this complaint as both a consolidated complaint and a second amended complaint
in the caption, but Plaintiff maintains that his Class Complaint has remained operative since its
filing on November 22, 2024, and the First Amended PAGA Complaint only replaced the PAGA
Complaint filed on November 25, 2024.

workers to serve as test drivers, pit crew, technicians, and security personnel for day, swing, and night shifts.²

7. Defendants employed hundreds of individuals, including Mr. Graham, to drive and service Cruise's autonomous vehicles and technology.

8. Mr. Graham worked as a non-exempt test driver for Cruise beginning in approximately in January 2022, and he received his last paycheck and wage statement for work performed for Cruise in December 2023. Mr. Graham commenced work as test driver for Iconma and Cruise in approximately September 2022.

9. During Mr. Graham's employment and throughout the relevant time of this action, Defendants prohibited its employees, including Mr. Graham, from leaving a vehicle unattended in the field during their meal and rest periods. This effectively prevented employees in the field from taking the off-duty meal and rest periods to which they were entitled under the California Labor Code and IWC Wage Order.

10. In addition, throughout the relevant time of this action, Defendants also prohibited their nonexempt employees, including test drivers, pit crew, technicians, and security personnel, from sleeping during meal and rest periods. This also prevented the employees from taking the off-duty meal and rest periods to which they were entitled under the California Labor Code and IWC Wage Order.

11. Additionally, Defendants monitored and surveilled their employees at all times in the workplace, including "through audio, video, and electronic means," including through "the interior and exterior of the Vehicle," including monitoring "all behaviors and activities" of the employee, including monitoring "all use of the Vehicles at all times without limitation," and including monitoring and recording employees "at any time including working hours and any breaks."

12. Defendants' restrictions on the employees during meal and rest periods are documented in company records and Slack communications. Additionally, upon information and

² Some of the job titles Cruise partnered with Iconma and other staffing agencies to fill include, but are not limited to, Driverless Support Specialist, Autonomous Vehicle Test Operator, Field Service Representative, Pit Crew Operator, and Remote Assistance.

1 belief, Cruise fired at least two test drivers for sleeping during rest or meal periods. Through these
2 restrictions and others, Defendants exercised control over the employees during their meal and
3 rest periods, which violated the employees' right to off-duty meal and rest periods.

4 13. To be compliant, meal and rest periods cannot be subject to interruption and must
5 be completely free from any duty, restriction, or responsibility. Furthermore, meal periods must
6 be provided within the first five hours of work, and again by the end of the tenth hour of work;
7 and rest periods must be authorized and permitted for every four hours of work or major fraction
8 thereof.

9 14. Defendants have exercised control over the employees during their meal and rest
10 periods, which has violated the employees' right to off-duty meal and rest periods. *See Brinker*
11 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040; *Augustus v. ABM Sec. Servs.,*
12 *Inc.* (2016) 2 Cal.5th 257.

13 15. During a portion of the applicable period in this matter, Defendants also imposed
14 an "on-duty" meal period policy on their employees. However, the Labor Code and applicable
15 Wage Orders did not authorize such reliance on on-duty meal periods because, among other
16 things, the nature of the work at Cruise did not prevent the employees from being relieved of all
17 duty and because there was not a valid written agreement between the parties agreeing to "an on-
18 the-job paid meal period." *See, e.g.,* Wage Order Nos. 4 and 9, at ¶ 11(C).

19 16. During the relevant time of this action, Defendants also implemented unlawful
20 vacation and paid time off policies in written agreements with Plaintiff and Class Members³ that
21 refused to compensate Plaintiff and Class Members for their vested vacation time and paid time
22 off. Defendants' vacation and paid time off policy explicitly stated Defendants would not pay
23 vested paid time off to employees upon their termination of employment. The policy further
24 prohibited vested vacation and paid time off from rolling over at the end of each year of
25 employment. It was an unlawful "use it or lose it" policy. Plaintiff and Class Members were not
26

27 ³ Plaintiff uses the terms Class Members and Aggrieved Employees interchangeably throughout
28 this consolidated complaint to refer to test drivers, pit crew, technicians, and security personnel
employed by Cruise, LLC, and/or jointly employed by Cruise, LLC with a staffing agency, and/or
staffed at a Cruise

1 compensated for their vested vacation time and paid time off and were forced to forfeit it.

2 17. During the relevant time of this action, Defendants further required its employees
3 to sign an Employment Agreement that prohibited their employees from engaging in any activity
4 that is competitive with Iconma for a period of twelve (12) months upon the termination of their
5 employment, in violation of Cal. Bus. & Prof. Code § 16600.

6 18. Defendant Iconma is one of the staffing companies Cruise retained to help provide
7 a labor force to Cruise for its autonomous vehicle business in California. The staffing companies,
8 including Defendant Iconma, are integrated within Defendant Cruise's business and are hired in
9 service of Cruise's needs. Nonetheless, Cruise has labeled Mr. Graham and other employees,
10 including test drivers, pit crew, technicians, and security personnel, as "employees" of just the
11 staffing agencies, rather than employees of Cruise and/or employees of both Cruise and the
12 staffing agencies. Similarly, Cruise has misrepresented to the employees, including the test
13 drivers, pit crew, technicians, and security personnel, that they have been only "contractors" of
14 Cruise, rather than individuals employed and/or jointly employed by Cruise.

15 19. Despite labeling employees as just "contractors" of the staffing agencies, Cruise
16 continued to exercise control over the wages, hours, and/or working conditions, of the employees
17 in a manner that has made Cruise the legal employer and/or joint employer of the employees
18 under the applicable legal standard. Cruise and its staffing agencies jointly have retained the right
19 to exercise extensive control over the way the employees perform their job duties, including,
20 among other things, the right to control their job duties, hours, schedules, equipment, dress, and
21 activities during meal and rest periods, among other terms and conditions of the job. As just a few
22 examples:

23 i. Cruise has required and/or jointly required with the staffing agencies that the
24 employees, including the test drivers, pit crew, technicians, and security personnel,
25 report to work at a Cruise designated location to start work, where they receive
26 instructions and directions from Cruise managers and employees.

27 ii. Cruise has required and/or jointly required with the staffing agencies that the
28 employees, including the test drivers, pit crew, technicians, and security personnel,

1 use specific equipment provided by Cruise to perform work for Cruise, including
2 sensors, data visualization tools, artificial intelligence and predictive modeling to
3 project road events, and vehicle software and hardware that direct the path of its
4 vehicles.

5 iii. The vehicles on which the employees work and secure bear the “Cruise” name and
6 logo.

7 iv. The employees have worked under testing permits provided directly to Cruise LLC
8 by the California Department of Motor Vehicles.

9 v. Cruise has retained the right to assign, reassign, disqualify, suspend and terminate
10 the employment of test drivers, pit crew, technicians, and security personnel, as it
11 sees fit for breaking Cruise’s rules.

12 20. For all these reasons and the others discussed herein, Cruise has been an employer
13 or joint employer of the test drivers, pit crew, technicians, and security personnel under California
14 law. *See Martinez v. Combs* (2010) 49 Cal.4th 35, 64 (“to employ ... under the [wage order], has
15 three alternative definitions. It means: (a) to exercise control over the wages, hours, or working
16 conditions; or (b) to suffer or permit to work; or (c) to engage, thereby creating a common law
17 employment relationship.”) Cruise also shares all civil responsibility and liability for the payment
18 of wages with Iconma and its other staffing agencies pursuant to Cal. Lab. Code § 2810.3.

19 **JURISDICTION AND VENUE**

20 21. The Court has jurisdiction over this class action and law enforcement action
21 pursuant to Article 6, § 10 of the California Constitution and Cal. Code Civ. Proc. § 410.10.

22 22. Additionally, this Court has jurisdiction over Plaintiff’s and the Class claims for
23 injunctive relief, including restitution of earned wages, arising from Defendant’s unfair
24 competition under Cal. Bus. & Prof. Code §§ 17203 and 17204. The Court also has jurisdiction
25 over Plaintiff’s and the Class claims for penalties in violation of the Labor Code pursuant to Cal.
26 Bus. & Prof. Code § 17202, as well as pursuant to the applicable Labor Code provisions.

27 23. This Court also has jurisdiction over Plaintiff’s claims on behalf of the State of
28 California and Aggrieved Employees for penalties and injunctive relief in violation of the Labor

Code pursuant to Cal. Lab. Code §§ 2699 and 2699.3.

24. The Court has jurisdiction over Defendant Cruise because it is a limited liability company authorized to do business in the State of California and is registered with the California Secretary of State. Cruise is headquartered in the State of California and has sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avail itself of the California market through the advertising, marketing, and sale of goods and services, to render the exercise of jurisdiction over Defendant by the California court consistent with traditional notions of fair play and substantial justice.

25. The Court has jurisdiction over Defendant Iconma because it is a limited liability company authorized to do business in the State of California and is registered with the California Secretary of State. Cruise has sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avail itself of the California market through the advertising, marketing, and sale of goods and services, to render the exercise of jurisdiction over Defendant by the California court consistent with traditional notions of fair play and substantial justice.

26. Venue is proper in this judicial district pursuant to Cal. Code Civ. Proc. § 395.5. Defendant has employed Plaintiff and the other Drivers in this County, transacts business in this County, and the events complained of in this Complaint occurred in this County.

THE PARTIES

27. Plaintiff and the Class Members as set forth below are current or former test drivers, pit crew, technicians, and security personnel employed by Defendant Cruise and/or jointly employed by Defendant Cruise and its staffing agencies, in California, at any time beginning four years before the initiation of this class action.

28. Plaintiff brings his claim under the Private Attorneys General Act on behalf of the State of California and Aggrieved Employees. Plaintiff and the Aggrieved Employees as set forth herein are current or former test drivers, pit crew, technicians, and security personnel employed by Defendant Cruise and/or jointly employed by Defendant Cruise and its staffing agencies, in California, at any time beginning one year and sixty-five days before the filing of Plaintiff's law enforcement complaint on November 25, 2024.

29. Plaintiff, Karl Graham resides in California. Plaintiff Graham was a W-2 employee who was hired by and through Defendant Iconma to work as a test driver for Defendants in San Francisco, California.

30. Defendant Cruise at all relevant times has been engaged in the business of operating autonomous vehicles in the State of California. Defendant Cruise operates its vehicles and has a place of business in this Judicial District. Defendant Cruise is headquartered in San Francisco, California.

31. Defendant Iconma at all relevant times has been engaged in the business of providing staffing services to businesses in the State of California. Defendant Iconma staffs and employs workers at businesses in this Judicial District. Defendant Iconma is headquartered in Troy, Michigan.

32. Throughout this Complaint, any reference to “Defendants” is intended to refer to Defendant Cruise and Defendant Iconma jointly.

FACTUAL ALLEGATIONS

A. Cruise's Autonomous Vehicle Transportation Business

33. Cruise has tested, developed, and operated autonomous vehicles in California for the purpose of providing transportation services through the development and operation of self-driving cars.

34. Cruise has contracted with Iconma and other staffing agencies to employ and/or jointly employ workers to serve as test drivers, pit crew, technicians, and security personnel for day, swing, and night shifts.

35. Defendants have required their employees staffed by Iconma to sign an Iconma Employment Agreement that prohibits them from engaging in any activity that is competitive with Iconma for a period of twelve (12) months upon the termination of their employment, in violation of Cal. Bus. & Prof. Code § 16600.

36. Plaintiff and Class Members have performed their work on schedules created based on the operational needs of Cruise. The work performed by test drivers, pit crew, technicians, and security personnel is an integral part of Cruise's business because Cruise is in

1 the business of testing proprietary autonomous vehicles and software on California highways, and
2 these workers test Cruise's equipment and software installed on the vehicles, drive the vehicles,
3 perform maintenance on the vehicles, and secure the vehicles, to ensure that they are safe and
4 operational on California streets and highways.

5 **B. Cruise Jointly Employed Test Drivers, Pit Crew, Technicians, and Security**
6 **Personnel through Iconma and/or other Staffing Agencies.**

7 37. Cruise, a client employer, has contracted with Iconma and other staffing agencies
8 and labor contractors to obtain employees, like Mr. Graham, to perform labor to supply test
9 drivers, pit crew, technicians, and security personnel to Cruise.

10 38. The workers Iconma and other staffing agencies supply to Cruise perform their
11 work in the usual course of business to ensure the operation of Cruise's autonomous vehicles
12 business at the worksites and premises provided by Cruise.

13 39. Mr. Graham and the Class Members have performed their work on schedules
14 created based on the operational needs of Cruise in the usual course of business. The work
15 performed by the test drivers, pit crew, technicians, and security personnel is an integral part of
16 Cruise's business because Cruise is in the business of testing proprietary autonomous vehicles
17 and software on California highways. The workers Cruise has obtained from Iconma and other
18 staffing agencies test Cruise's equipment and software installed on the vehicles, drive the vehicles,
19 and perform maintenance on the vehicles to ensure that they are safe and operational on California
20 streets and highways at worksites and premises provided by Cruise.

21 40. As such, Cruise and Iconma are jointly liable for the payment of all wages to
22 workers pursuant to Cal. Lab. Code § 2810.3.

23 **C. Defendants Controlled the Wages, Hours, and Working Conditions of the**
24 **Employee Drivers, Pit Crew, Technicians, and Security Personnel at Cruise.**

25 41. Defendants jointly employed numerous test drivers, pit crew, technicians, and
26 security personnel in California, like Mr. Graham, to carry out Cruise's autonomous vehicle
27 transportation business.

28 42. Despite labeling test drivers, pit crew, technicians, and security personnel as

1 contractors of Iconma or other staffing agencies, the drivers, pit crew, technicians, and security
2 personnel are *jointly employed* by Cruises under the applicable legal standard. Cruise and its
3 staffing agencies jointly have retained the right to exercise direct and indirect control over the
4 way the test drivers, pit crew, technicians, and security personnel performed their job duties,
5 including, among other things, the right to control their schedules, routes, job duties, equipment,
6 and dress, among other terms and conditions of the job. As just a few examples:

- 7 i. Cruise has required and/or jointly required with the staffing agencies that the
8 employees, including the test drivers, pit crew, technicians, and security personnel,
9 report to work at a Cruise designated location to start work, where they receive
10 instructions and directions from Cruise managers and employees.
- 11 ii. Cruise has required and/or jointly required with the staffing agencies that the
12 employees, including the test drivers, pit crew, technicians, and security personnel,
13 use specific equipment provided by Cruise to perform work for Cruise, including
14 sensors, data visualization tools, artificial intelligence and predictive modeling to
15 project road events, and vehicle software and hardware that direct the path of its
16 vehicles.
- 17 iii. The vehicles on which the employees work and secure bear the “Cruise” name and
18 logo.
- 19 iv. The employees have worked under testing permits provided directly to Cruise LLC
20 by the California Department of Motor Vehicles.
- 21 v. Cruise has retained the right to assign, reassign, disqualify, suspend and terminate
22 the employment of test drivers, pit crew, technicians, and security personnel, as it
23 sees fit for breaking Cruise’s rules.

24 43. Furthermore, Cruise permitted workers, like Mr. Graham, it obtained from Iconma
25 and/or other staffing agencies to work on its premises and operate its autonomous vehicles.

26 44. Mr. Graham had to arrive at a location in San Francisco at a time dictated by
27 Cruise to start his workweeks. From there, he took instructions and directions from a manager
28 employed by Cruise to carry out his work assignments. Mr. Graham was only permitted to take

1 meal and rest breaks according to the operational needs of Cruise, which did not permit him to
2 sleep on his meal and rest breaks or leave vehicles unattended during his meal and rest periods.

3 45. For all these reasons and the others discussed herein, Cruise has been an employer
4 of Mr. Graham, other drivers, pit crew, technicians, and security personnel, under California law.
5 *See Martinez v. Combs* (2010) 49 Cal.4th 35, 64 (“to employ ... under the [wage order], has three
6 alternative definitions. It means: (a) to exercise control over the wages, hours, or working
7 conditions; or (b) to suffer or permit to work; or (c) to engage, thereby creating a common law
8 employment relationship.”).

9 46. Nonetheless, Cruise has not taken responsibility for paying drivers, pit crew,
10 technicians, and security personnel the wages they are owed, for providing them with off duty
11 meal and rest breaks as required under California law, and for safeguarding their rights under the
12 Cal. Lab. Code, Wage Orders, and Cal. Bus. & Prof. Code.

13 **D. Defendants Failed to Provide Timely, Off-Duty Meal and Rest Periods.**

14 47. Defendants have maintained a policy and/or practice that prohibits drivers, pit
15 crew, technicians, and security personnel from sleeping during meal and rest periods, and from
16 leaving vehicles unattended during meal and rest periods, which is documented in company
17 records and Slack communications. Additionally, Cruise has subjected its employees to
18 surveillance at all times in the workplace, including “through audio, video, and electronic means,”
19 including through “the interior and exterior of the Vehicle,” including monitoring “all behaviors
20 and activities” of the employee, including monitoring “all use of the Vehicles at all times without
21 limitation,” and including monitoring and recording employees “at any time including working
22 hours and any breaks.” Defendants have exercised control over the employees during their meal
23 and rest periods, which violated the employee’s right to off-duty meal and rest periods. *See*
24 *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040; *Augustus v. ABM Sec.*
25 *Servs., Inc.* (2016) 2 Cal.5th 257.

26 48. During a portion of the applicable period in this matter, Defendants also imposed
27 an “on-duty” meal period policy on their employees. However, the Labor Code and applicable
28 Wage Order did not authorize such reliance on on-duty meal periods because, among other things,

1 the nature of the work at Cruise did not prevent the employees from being relieved of all duty and
2 because there was not a valid written agreement between the parties agreeing to “an on-the-job
3 paid meal period.” *See, e.g.*, Wage Order Nos. 4 and 9 ¶ 11(C).

4 **E. Defendants Failed to Compensate Employees for Vested Vacation Time.**

5 49. Defendants implemented unlawful written vacation policies in employment
6 agreements with Plaintiff and Class Members that denied compensation to Plaintiff and Class
7 Members for their vested vacation time and/or vested paid time off.

8 50. Defendants’ paid time off policy explicitly stated that Defendants would not pay
9 vested paid time off to employees upon their termination in contravention of California law that
10 defines such vested paid time off as wages.

11 51. Defendants’ paid time off policy also contained an unlawful “use it or lose it”
12 provision that prevented vested paid time off from rolling over at the end of each year of
13 employment.

14 52. Through Defendants’ implementation of their written paid time off policy,
15 Defendants denied Plaintiff and Class Members compensation for their vested paid time off and
16 forced Plaintiff and Class Members to forfeit it.

17 **F. Defendants Subjected Plaintiff and Class Members to Unlawful Non-**
18 **Compete Agreements.**

19 53. During the relevant time of this action, Defendants required that Plaintiff and Class
20 Members staffed by Iconma sign an Iconma Employment Agreement that required them to agree
21 that they would not directly or indirectly compete with Iconma’s business at any time from the
22 date of hire until twelve (12) months after termination, for whatever reason, of the employment
23 agreement.

24 54. This violation of Cal. Bus. & Prof. Code § 16600, which provides that “every
25 contract by which anyone is restrained from engaging in a lawful profession, trade, or business of
26 any kind is to that extent void.” It also violated Cal. Bus. & Prof. Code § 16600.1(a), which
27 further provides: “It shall be unlawful to include a noncompete clause in an employment contract,
28 or to require an employee to enter a noncompete agreement, that does not satisfy an exception in

1 this chapter.”

2 55. Cal. Bus. & Prof. Code § 16600.1(b)(1) also provides: “For current employees,
3 and for former employees who were employed after January 1, 2022, whose contracts include a
4 noncompete clause, or who were required to enter a noncompete agreement, that does not satisfy
5 an exception to this chapter, the employer shall, by February 14, 2024, notify the employee that
6 the noncompete clause or noncompete agreement is void.”

7 56. Defendants have failed to notify Plaintiff or Class Members that the noncompete
8 clause in their employment agreements is void.

9 **G. Defendants Willfully Disregard the Responsibilities of an Employer.**

10 57. Defendants knew or should have known that their test drivers, pit crew,
11 technicians, and security personnel have been employees of both Cruise and Iconma under
12 California law and entitled to compliant meal and rest breaks, vested paid time off, overtime,
13 minimum wage, and all other rights and benefits to which workers are entitled under the Cal. Lab.
14 Code, Cal. Bus. & Prof. Code, and applicable Wage Orders.

15 **CLASS ACTION ALLEGATIONS**

16 58. Plaintiff Graham brings all Causes of Action alleged herein as a class action on
17 behalf of himself and all others similarly situated pursuant to Cal. Code Civ. Proc. § 382. The
18 Classes that Plaintiff seeks to represent is defined as follows:

19 **Test Driver Class:** “All individuals who Defendant Cruise has employed or jointly
20 employed with a staffing agency in a nonexempt test driver or like position, at any
time beginning four years before the filing of this Complaint, until resolution of
this action.”

21 **Pit Crew Class:** “All individuals who Defendant Cruise has employed or jointly
22 employed with a staffing agency in a nonexempt pit crew or like position, at any
time beginning four years before the filing of this Complaint, until resolution of
this action.”

23 **Technician Class:** “All individuals who Defendant Cruise has employed or jointly
24 employed with a staffing agency as a nonexempt technician or like position, at any
time beginning four years before the filing of this Complaint, until resolution of
this action.”

25 **Security Personnel Class:** “All individuals who Defendant Cruise has employed
26 or jointly employed with a staffing agency, in a nonexempt security guard or like
27 position at any time beginning four years before the filing of this Complaint, until
resolution of this action.”

28 59. Within each Class alleged above, Plaintiff further seeks to represent a Subclass

consisting of:

“All members of the Test Driver Class defined in the preceding Paragraph who were hired, staffed and/or employed by Defendant Iconma.”

“All members of the Pit Crew Class defined in the preceding Paragraph who were hired, staffed and/or employed by Defendant Iconma.”

“All members of the Technician Class defined in the preceding Paragraph who were hired, staffed and/or employed by Defendant Iconma.”

“All members of the Security Personnel Class defined in the preceding Paragraph who were hired, staffed and/or employed by Defendant Iconma.”

H. Ascertainability

60. The Class is ascertainable because it is comprised of a discrete, well defined and objectively identifiable group – all individuals who have worked as drivers, pit crew, technicians, and/or security personnel for Cruise, while being labeled by Cruise as the “employees” of Iconma or another staffing agency, within the last four years. The Class Members are easily identifiable from Defendants’ business records.

61. Defendants have employed hundreds of test drivers, pit crew, technicians, and security personnel in California within four years preceding the filing of this Complaint. Class Members are therefore far too numerous to be individually joined in this lawsuit.

I. Existence and Predominance of Common Questions of Law and/or Fact

62. Common questions of law and/or fact exist as to the members of the Class and, in addition, common questions of law and/or fact predominate over questions affecting only individual members of the Class. The common questions include the following:

- i. Whether Cruise and Iconma are employers and/or joint employers of the test drivers, pit crew, technicians, and security personnel under applicable law;
- ii. Whether Defendants have suffered or permitted test drivers, pit crew, technicians, and security personnel to work for them;
- iii. Whether Defendants have “engaged” Plaintiff and Class Members as employees, within the meaning of the term as it is used in the applicable Wage Order;
- iv. Whether Cruise is a client employer under Cal. Lab. Code § 2810.3;
- v. Whether Iconma is a labor contractor under Cal. Lab. Code § 2810.3;
- vi. Whether Defendants share civil legal responsibility and civil liability for the

1 payment of wages and provision of wage and hour protections to the test drivers,
2 pit crew, technicians, and security personnel under Cal. Lab. Code § 2810.3;

3 vii. Whether Defendants retain the right to exercise control, directly or indirectly, over
4 the working conditions of the drivers, pit crew, technicians, and security personnel;

5 viii. Whether Defendants were required to provide drivers, pit crew, technicians, and
6 security personnel with off duty meal and rest periods in compliance with the
7 California Labor Code and applicable Wage Orders;

8 ix. Whether Defendants have had a policy or practice to prohibit test drivers, pit crew,
9 technicians, and security personnel from being off-duty and free from employer
10 control during their meal and rest breaks;

11 x. Whether Defendants failed to authorize and permit drivers, pit crew, technicians,
12 and security personnel rest periods that would be off duty and free from employer
13 control as required by applicable law;

14 xi. Whether Defendants owe drivers, pit crew, technicians, and security personnel
15 meal and rest break premium wages for meal and rest periods that were not
16 provided in accordance with the requirements of the Cal. Lab. Code and the
17 applicable Wage Orders;

18 xii. Whether Defendants maintained a non-solicitation and/or anti-poaching
19 agreement that unlawfully restrained Plaintiff and Class Members from engaging
20 in a lawful profession, trade, or business in violation of California Law;

21 xiii. Whether Defendants failed to notify its current and former employees who were
22 employed after January 1, 2022, that the noncompete clauses in their employment
23 agreements are void;

24 xiv. Whether Defendants maintained an unlawful policy of forfeiting vested paid time
25 off earned by employees in violation of California law.

26 xv. Whether Defendants unlawfully required Class Members to agree, in writing, to
27 terms or conditions which they knew to be prohibited by law, in violation of Cal.
28 Lab. Code § 432.5.

- xvi. Whether Defendants were required to provide test drivers, pit crew, technicians, and security personnel with legally compliant wage statements under Cal. Lab. Code § 226(a);
- xvii. Whether test drivers, pit crew, technicians, and security personnel who had their employment relationship with Defendants terminated are entitled to waiting time penalties for Defendants' failure to timely pay all outstanding amounts of compensation owed upon termination of the employment relationship;
- xviii. Whether Defendants' policies and practices have resulted in violation of one or more of the Cal. Lab. Code Provisions cited herein;
- xix. Whether Defendants' policies and practices have been unlawful, unfair and/or fraudulent business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*;
- xx. The injunctive and/or monetary relief to which Plaintiff and the Class may be entitled to as a result of the violations alleged herein.

J. Typicality

63. Plaintiff's claims are typical of the claims of the Class. Defendants' common course of conduct of subjecting Class Members to employer control during meal and rest periods, imposing a "use it or lose it" paid time off policy, imposing an unlawful noncompete agreement, and failing to pay all wages due, has caused Plaintiff and the Class to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the Class.

K. Adequacy

64. Plaintiff is an adequate representative of the Class because he is a member of the Class and his interests do not conflict with the interests of the members of the Class he seeks to represent. Plaintiff has retained counsel that is competent and experienced in complex class action litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff and his counsel will fairly and adequately protect the interests of members of the Class.

1 **L. Superiority**

2 65. The class action is superior to other available means for the fair and efficient
3 adjudication of this dispute. The injury suffered by each member of the Class, while meaningful
4 on an individual basis, is not of such magnitude as to make the prosecution of individual actions
5 against Defendants economically feasible. Furthermore, individualized litigation increases the
6 delay and expense to all parties and the court system presented by the legal and factual issues of
7 the case. In contrast, the class action device presents far fewer management difficulties and
8 provides the benefits of single adjudication, economy of scale, and comprehensive supervision
9 by a single court, and avoids the problem of inconsistent judgments.

10 **FIRST CAUSE OF ACTION**

11 **Failure to Provide Meal Periods, or Compensation in Lieu Thereof**

12 **Cal. Lab. Code §§ 226.7 and 512; and IWC Wage Orders ¶¶ 7 & 11**

13 66. Plaintiff hereby realleges and incorporates by reference the paragraphs above as
14 though fully set forth herein.

15 67. Cal. Lab. Code §§ 226.7 and 512, and Title 8 of the Cal. Code Regs. § 11090, ¶ 11
16 and/or § 11040, ¶ 11, require Defendants to provide meal periods to Plaintiff and members of the
17 Class. Cal. Lab. Code §§ 226.7 and 512, and Title 8 of the Cal. Code. Regs. § 11090, ¶ 11 and/or
18 § 11040, ¶ 11 prohibit employers from employing an employee for more than five hours without
19 a meal period no less than thirty (30) minutes and for more than ten (10) hours without a second
20 meal period. Unless the employee is relieved of all duty during the thirty (30) minute meal period,
21 the employee is considered “on-duty” and the meal or rest period is counted as time worked.

22 68. Defendants have employed and/or jointly employed Plaintiff and the Class.

23 69. Defendants have not provided Plaintiff and the Class Members with meal periods
24 during which they were completely relieved of duty for at least thirty (30) minutes by the fifth
25 hour of work and again by the tenth hour of work.

26 70. Defendants have failed to perform their obligations to provide Plaintiff and Class
27 Members off-duty meal periods by the end of the fifth hour of work and a second meal period by
28 the end of the tenth hour of work.

71. Defendants also have failed to pay Plaintiff and Class Members one (1) hour of pay for each off-duty meal period that they have been denied. Defendants' conduct described herein violates Cal. Lab. Code §§ 226.7 and 512 and Title 8 of the Cal. Code Regs. §§ 11090 and/or 11040.

72. Therefore, Plaintiff and members of the Class are entitled to compensation for Defendants' failure to provide meal periods, plus interest, expenses, and costs of suit pursuant to Cal. Lab. Code § 226.7(b) and Title 8 of the Cal. Code Regs. §§ 11090 and/or 11040.

73. Plaintiff, on behalf of himself and all others similarly situated, seeks all unpaid compensation, damages, penalties, interest and attorneys' fees and costs, recoverable under applicable law set forth below.

SECOND CAUSE OF ACTION

Failure to Provide Rest Periods, or Compensation in Lieu Thereof

Cal. Lab. Code § 226.7 and IWC Wage Order, ¶ 12

74. Plaintiff hereby realleges and incorporates by reference the paragraphs above as though fully set forth herein.

75. Cal. Lab. Code § 226.7 and Title 8 of the Cal. Code Regs. § 11090, ¶ 12 and/or § 11040, ¶ 12, require Defendants authorize and permit off-duty rest periods to Plaintiff and members of the Class at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

76. Defendants have employed and/or jointly employed Plaintiff and the Class.

77. Defendants have failed to authorize and permit rest periods that are off-duty and meet the requirements of the Cal. Lab. Code and applicable Wage Order.

78. Under both Cal. Lab. Code § 226.7 and Title 8 of the Cal. Code Regs. § 11090, ¶ 12 and/or § 11040, ¶ 12, an employer must pay an employee who was denied a required rest period one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided.

79. At all relevant times herein, Defendants have failed to perform their obligations to authorize and permit Plaintiff and Class Members to take rest periods that are off-duty and

compliant as set forth above.

80. Defendants also have failed to pay Plaintiff and Class Members one (1) hour of pay for each rest period they have been denied. Defendants' conduct described herein violates Cal. Lab. Code § 226.7 and Title 8 of the Cal. Code Regs §§ 11090 and/or 11040, ¶ 12.

81. Therefore, Plaintiff and members of the Class are entitled to compensation for Defendants' failure to authorize and permit rest periods, plus interest, and costs of suit pursuant to Cal. Lab. Code § 226.7(b), and Title 8 of the Cal. Code Regs. §§ 11090 and/or 11040, ¶ 12.

82. Plaintiff, on behalf of himself and all others similarly situated, seeks all unpaid compensation, damages, penalties, interest and attorneys' fees and costs, recoverable under applicable law set forth below.

THIRD CAUSE OF ACTION

Failure to Pay for All Hours Worked

Cal. Lab. Code §§ 201, 202, 210, and 221-223

83. Plaintiff realleges and incorporates by reference the above paragraphs as though fully set forth below.

84. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation."

85. Cal. Lab. Code §§ 201 and 202 require an employer to pay all wages earned but unpaid immediately upon the involuntary discharge of an employee or within seventy-two (72) hours of an employee's voluntary termination of employment.

86. Cal. Lab. Code § 204 provides that employers must compensate employees for all hours worked "twice during each calendar month, on days designated in advance by the employer as the regular paydays."

87. Cal. Lab. Code §§ 221-223 prohibits employers from withholding and deducting wages, or otherwise artificially lowering the wage scale of an employee.

88. Defendants employ and/or jointly employ Plaintiff and the Class.

89. Defendants have failed to fully compensate Plaintiff and the other Class Members

1 for time spent on-duty and/or subject to the control of their employers during their meal and rest
2 breaks.

3 90. As a proximate result of these violations, Defendants have damaged Plaintiff and
4 the Class in amounts to be determined according to proof at trial.

5 91. Pursuant to Cal. Lab. Code § 218.6 and/or Cal. Civ. Code § 3287(a), Plaintiff and
6 other members of the Class are entitled to recover pre-judgment interest on wages earned but not
7 paid every pay period.

8 92. Plaintiff, on behalf of himself and all others similarly situated, seeks all unpaid
9 compensation, damages, penalties, interest and attorneys' fees and costs, recoverable under
10 applicable law set forth below.

11 **FOURTH CAUSE OF ACTION**

12 **Failure to Pay Overtime Compensation**

13 **California Labor Code §§ 510, 1194, and 1198, *et seq.***

14 93. Plaintiff hereby realleges and incorporates by reference the paragraphs above as
15 though fully set forth herein.

16 94. Cal. Lab. Code §§ 510 and 1198 and the respective Wage Orders provide that
17 employees in California shall not be employed in excess of eight (8) hours in any workday or
18 forty (40) hours in any workweek unless they receive additional compensation beyond their
19 regular wages in amounts specified by law.

20 95. Defendants have employed and/or jointly employed Plaintiff and the Class.

21 96. Defendants require and/or suffer and permit Plaintiff and other members of the
22 Class to work hours in excess of eight (8) in a day and forty (40) in a week.

23 97. Defendants have failed to pay Plaintiff, and other members of the Class, overtime
24 compensation for the hours they worked in excess of the maximum hours permissible by law
25 under Cal. Lab. Code §§ 510 and 1198 and the respective Wage Orders. Plaintiff and Class
26 Members worked days in excess of eight (8) hours and weeks in excess of forty (40) hours, but
27 were not paid overtime premium wages for such time, including time spent on duty during meal
28 periods that contributed to the overtime hours being worked.

98. Defendants' failure to pay additional, premium rate compensation to Plaintiff and members of the Class for their overtime hours worked has caused Plaintiff and members of the Class to suffer damages in amounts which are presently unknown to them, but which exceed the jurisdictional threshold of this Court, and which will be ascertained according to proof at trial.

99. Plaintiff and other members of the Class request recovery of overtime and double time compensation according to proof, interest, attorney's fees and costs of suit pursuant to Cal. Lab. Code §§1194(a), 554, 1194.3 and 1197.1, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

100. Pursuant to Cal. Lab. § 218.6 or Cal. Civ. Code § 3287(a), Plaintiff and other members of the Class are entitled to recover pre-judgment interest on wages earned but not paid every pay period.

101. Plaintiff, on behalf of himself and all others similarly situated, seeks all unpaid compensation, damages, penalties, interest and attorneys' fees and costs, recoverable under applicable law set forth below.

FIFTH CAUSE OF ACTION

Failure to Pay Minimum Wages

Cal. Lab. Code §§ 1182.12, 1194, 1197, and 1197.1

102. Plaintiff hereby realleges and incorporates by reference the paragraphs above as though fully set forth herein.

103. During the applicable statutory period, Cal. Lab. Code §§1182.11, 1182.12 and 1197, and the Minimum Wage Order were in full force and effect and required that the Class Members receive the minimum wage for all hours worked at a rate not less than the applicable minimum wage.

104. Defendants have employed and/or jointly employed Plaintiff and the Class.

105. Defendants have failed to compensate Plaintiff and the Class minimum wages owed for working during their off-duty meal and rest periods. Defendants' failure to pay Plaintiff and the Class any wages for working during their off-duty meal and rest periods denied them the minimum wages to which they are entitled under the law.

106. Cal. Lab. Code § 1194.2 provides that, in any action under §1194 to recover wages because of the payment of a wage less than minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

107. Pursuant to Cal. Lab. Code §218.6 or Cal. Civ. Code § 3287(a), Plaintiff and other members of the Class are entitled to recover pre-judgment interest on wages earned but not paid every pay period.

108. As a direct and proximate result of the unlawful acts and/or omissions of Defendants, Plaintiffs and members of the Class have been deprived of minimum wages in an amount to be determined at trial, and are entitled to a recovery of such amount, plus liquidated damages, plus interest thereon, attorneys' fees, and costs of suit pursuant to Cal. Lab. Code §§ 1194, 1194.2 and 1197.1.

109. Plaintiff, on behalf of himself and all others similarly situated, seeks all unpaid compensation, damages, penalties, interest and attorneys' fees and costs, recoverable under applicable law set forth below.

SIXTH CAUSE OF ACTION

Unpaid Vacation Time

Cal. Lab. Code §§ 227.3 and 432.5

110. Plaintiff hereby realleges and incorporates by reference the allegations set forth above as if fully set forth herein.

111. Cal. Lab. Code § 227.3 provides, “whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.” Furthermore, an employer’s policy must “not provide for forfeiture of vested vacation time upon termination.”

112. Additionally, pursuant to Cal. Lab. Code § 227.3, “paid vacation . . . constitutes deferred wages for services rendered. Once vested, the right is protected from forfeiture.” *Suastez*

1 *v. Plastic Dress-Up Co.* (1982) 31 Cal.3d 774, 783; *see also Booth v. Atlas Mechanical, Inc.*
2 (1992) 6 Cal.App.4th 1595, 1601 (“Allowing an employer to require forfeiture of vested vacation
3 pay if the employee does not take the vacation during a prescribed time period would contravene
4 the laws of California which define vacation pay as wages and protect those wages from
5 forfeiture”).

6 113. Further, these protections apply to paid time off policies that include vested
7 vacation and sick pay.

8 114. During Plaintiff’s and Class Members’ employment with Defendants, Defendants
9 maintained an unlawful paid time off policy that did not pay Plaintiff and Class Members vested
10 paid time off upon the termination of their employment in violation of Cal. Lab. Code § 227.3.

11 115. As such, pursuant to Defendants’ paid time off policy, Defendants did not pay
12 Plaintiff and Class Members vested wages upon the termination of their employment in violation
13 of Cal. Lab. Code § 227.3.

14 116. During Plaintiff’s and Class Members’ employment with Defendants, Defendants
15 maintained an unlawful paid time off policy that prohibited vested paid time off from rolling over
16 at the end of each year, also known as a “use it or lose it” policy, in violation of Cal. Lab. Code §
17 227.3.

18 117. As such, pursuant to Defendants’ “use it or lose it” policy and prohibition on
19 rolling over vested paid time off at end of each year, Defendants did not pay Plaintiff and Class
20 Members for vested wages in violation of Cal. Lab. Code § 227.3.

21 118. Cal. Lab. Code § 432.5 provides: “No employer, or agent, manager,
22 superintendent, or officer thereof, shall require any employee or applicant for employment to
23 agree, in writing, to any term or condition which is known by such employer, or agent, manager,
24 superintendent, or officer thereof to be prohibited by law.”

25 119. During the relevant time of this action, Defendants required that Plaintiff and Class
26 Members staffed by Iconma sign an Iconma Employment Agreement that required them to agree
27 to a paid time off policy that Defendants and/or their agents knew to be unlawful.

28 120. Pursuant to Cal. Lab. Code § 218.6 or Cal. Civ. Code § 3287(a), Plaintiff and other

1 members of the Class are entitled to recover pre-judgment interest on wages earned but not paid
2 every pay period.

3 121. Plaintiff, on behalf of himself and all others similarly situated, seeks all unpaid
4 compensation, damages, penalties, interest and attorneys' fees and costs, recoverable under
5 applicable law set forth below.

6 **SEVENTH CAUSE OF ACTION**

7 **Failure to Timely Pay All Wages Earned**

8 **Cal. Lab. Code §§ 204 and 210**

9 122. Plaintiff hereby realleges and incorporates by reference the allegations set forth
10 above as if fully set forth herein.

11 123. Cal. Lab. Code §204 provides that employers must compensate employees for all
12 hours worked "twice during each calendar month, on days designated in advance by the employer
13 as the regular paydays."

14 124. Defendants employed and/or jointly employed Plaintiff and the Class.

15 125. Defendants have failed to fully compensate Plaintiff and the other Class Members
16 for all time spent on-duty and/or subject to the control of their employers during their meal and
17 rest breaks, overtime wages, and all other earned wages prior to their regular paydays.

18 126. As a proximate result of these violations, Defendants have damaged Plaintiff and
19 the Class in amounts to be determined according to proof at trial.

20 127. Pursuant to Cal. Lab. Code § 210, Plaintiff and Class Members are entitled to
21 collect \$100 for each initial violation for a failure to pay all wages and \$200 for each subsequent
22 violation, or any willful or intentional violation, plus 25 percent of the amount unlawfully
23 withheld.

24 **EIGHTH CAUSE OF ACTION**

25 **Failure to Keep Accurate Payroll Records**

26 **Cal. Lab. Code §§ 1174 and 1174.5**

27 128. Plaintiff hereby realleges and incorporates by reference the allegations set forth
28 above as if fully set forth herein.

129. Defendants have employed and/or jointly employed Plaintiff and the Class.

130. Cal. Lab. Code §1174 requires Defendants to maintain payroll records showing the actual hours worked daily by Plaintiff and the Class Members.

131. Defendants knowingly, intentionally, and willfully have failed to maintain payroll records showing the actual hours worked by Plaintiff and the Class Members as required by Cal. Lab. Code § 1174 and in violation of § 1174.5. As a direct result of Defendants' failure to maintain payroll records, Plaintiff and the Class Members have suffered actual economic harm as they have been precluded from accurately monitoring the number of hours they have worked and thus seeking all accrued minimum wages and agreed upon wages. As a direct and proximate result of the unlawful acts and/or omissions of Defendants, Plaintiff and the Class Members are entitled to recover damages and civil penalties in an amount to be determined at trial, plus interest, attorneys' fees, and costs of suit.

NINTH CAUSE OF ACTION

Failure to Furnish Accurate Wage Statements

Cal. Lab. Code § 226

132. Plaintiff hereby realleges and incorporates by reference the allegations set forth above as if fully set forth herein.

133. Cal. Lab. Code §226(a) provides that every employer must furnish each employee with an accurate itemized wage statement, in writing, showing nine pieces of information, including: (1) gross wages earned; (2) total hours worked by the employee; (3) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

134. Cal. Lab. Code § 226(e)(1) provides that an employee suffering an injury as a

1 result of a knowing and intentional failure to provide a statement accurately itemizing the
2 information set forth in Cal. Lab. Code § 226(a), then the employee is entitled to recover the
3 greater of all actual damages or fifty-dollars (\$50.00) for the initial violation and one-hundred
4 dollars (\$100.00) for each subsequent violation, up to a maximum of four-thousand dollars
5 (\$4,000.00).

6 135. Cal. Lab. Code § 226(e)(2) provides that an employee is deemed to suffer injury
7 if the employer fails to provide wages statements that show, among other items, the name and
8 address of the employer(s), the amount of the gross wages or net wages paid to the employee
9 during the pay period, the total hours worked by the employee during the pay period, all
10 deductions, and all applicable hourly rates in effect during the pay period. Plaintiff's and the Class
11 Members' wage statements do not comply with these requirements, including because they do not
12 show the Class Members' actual employer(s) and address(es), but rather just the name and address
13 of the staffing agency, nor do they show the accurate amount of gross or net wages and deductions,
14 and do not show all applicable hourly rates. Accordingly, Plaintiff and the Class Members have
15 suffered injury as a result of Defendant's violations of Cal. Lab. Code § 226.

16 136. Defendants have employed and/or jointly employed Plaintiff and the Class.

17 137. Defendants intentionally and willfully failed to furnish Plaintiff and Class
18 Members with timely, accurate, itemized statements showing total hours worked, gross wages
19 earned, net wages earned, and the applicable hourly rates as required by Cal. Lab. Code § 226(a).

20 138. Plaintiff and the Class Members have been injured by Defendants' violation of
21 Cal. Lab. Code § 226(a) because they have been denied their legal right to receive and their
22 protected interest in receiving, accurate, itemized wage statements, and could not promptly and
23 easily ascertain from the wage statement alone their total hours worked, gross wages earned, net
24 wages earned, and the applicable hourly rates, among other required information.

25 139. Plaintiff and Class Members have also been injured as a result of having to bring
26 this action to obtain correct wage information following Defendants' refusal to comply with many
27 requirements of the California Labor Code. As a result, Defendants are liable to Plaintiff and Class
28 Members, for the amounts, penalties, attorneys' fees, and costs of suit provided by Cal. Lab. Code

1 § 226(e).

2 140. Pursuant to Cal. Lab. Code § 218.6 and/or Cal. Civ. Code § 3287(a), Plaintiff and
3 other members of the Class are entitled to recover pre-judgment interest on wages earned but not
4 paid every pay period.

5 141. Plaintiff, on behalf of himself and all others similarly situated, seeks all unpaid
6 compensation, damages, penalties, interest and attorneys' fees and costs, recoverable under
7 applicable law set forth below.

8 **TENTH CAUSE OF ACTION**

9 **Waiting Time Penalties**

10 **Cal. Lab. Code §§ 201-203**

11 142. Plaintiff hereby realleges and incorporates by reference the allegations set forth
12 above as if fully set forth herein.

13 143. Cal. Lab. Code § 201 requires an employer who discharges an employee to pay all
14 compensation due and owing to said employee immediately upon discharge. Cal. Lab. Code §
15 202 requires an employer to promptly pay compensation due and owing to said employee within
16 seventy-two (72) hours of that employee's termination of employment by resignation. Cal. Lab.
17 Code § 203 provides that if an employer willfully fails to pay compensation promptly upon
18 discharge or resignation, as required under Cal. Lab. Code §§ 201-202, then the employer is liable
19 for waiting time penalties in the form of continued compensation for up to thirty (30) workdays.

20 144. Defendants have employed and/or jointly employed Plaintiff and the Class.

21 145. Plaintiff and members of the Class have left their employment with Defendants
22 during the statutory period. Defendants willfully failed and refused, and continue to willfully fail
23 and refuse, to timely pay minimum wages, overtime compensation, all other earned wages, and
24 sums wrongfully deducted from compensation to Class Members whose employment with
25 Defendants has ended or been terminated at any point during the statutory period. As a result,
26 Defendants are liable to Plaintiff and other formerly employed members of the Class for waiting
27 time penalties, together with interest thereon, attorneys' fees, and costs of suit, under California
28 Labor Code §203.

146. Plaintiff, on behalf of the Class, requests waiting time penalties pursuant to Cal. Lab. Code § 203 and as described below.

ELEVENTH CAUSE OF ACTION

Illegal Non-Compete Clause

Cal. Bus. & Prof. Code § 16600; Cal. Lab. Code § 432.5

147. Plaintiff hereby realleges and incorporates by reference the allegations set forth above as if fully set forth herein.

148. Cal. Bus. & Prof. Code § 16600 provides, “[e]xcept as provided in this chapter, every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void.”

149. Cal. Bus. & Prof. Code § 16600.1(a), further provides: “It shall be unlawful to include a noncompete clause in an employment contract, or to require an employee to enter a noncompete agreement, that does not satisfy an exception in this chapter.”

150. Cal. Bus. & Prof. Code § 16600.1(b)(1) also provides: “For current employees, and for former employees who were employed after January 1, 2022, whose contracts include a noncompete clause, or who were required to enter a noncompete agreement, that does not satisfy an exception to this chapter, the employer shall, by February 14, 2024, notify the employee that the noncompete clause or noncompete agreement is void.”

151. Cal. Lab. Code § 432.5 provides: “No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.”

152. During the relevant time of this action, Defendants required that Plaintiff and Class Members staffed by Iconma sign an Iconma Employment Agreement that required them to agree that they would not directly or indirectly compete with Iconma's business at any time from the date of hire until twelve months after termination, for whatever reason, of the employment agreement.

153. Plaintiff and Class Members are informed, and on information and belief allege

1 that Defendants and/or their agents knew that these noncompete clauses were in violation of Cal.
2 Bus. & Prof. Code § 16600.

3 154. Defendants nonetheless required Plaintiff and Class Members to agree to the
4 noncompete clauses in writing to obtain and maintain their jobs with Defendants despite
5 Defendants knowing that they were unlawful.

6 155. Defendants further failed to notify Plaintiff and the Class Members that the
7 noncompete clauses in their employment agreements are void.

8 156. Plaintiff, on behalf of himself and the Class, requests declaratory and injunctive
9 relief that these provisions are unlawful and cannot be enforced, plus attorneys' fees and costs of
10 suit and the other relief described below.

11 **TWELFTH CAUSE OF ACTION**

12 **Unfair Competition and Unlawful Business Practices**

13 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***

14 157. Plaintiff hereby realleges and incorporates by reference the allegations set forth
15 above as if fully set forth herein.

16 158. Cal. Bus. & Prof. Code §17200 defines unfair competition to include, "unlawful,
17 unfair or fraudulent business practices."

18 159. Plaintiff and all Class Members are "persons" within the meaning of Cal. Bus. &
19 Prof. Code § 17204, who have suffered injury in fact and have lost money or property as a result
20 of Defendants' unfair competition.

21 160. Defendants have been committing, and continue to commit, acts of unfair
22 competition by engaging in the unlawful, unfair and fraudulent business practices and acts
23 described in this Complaint, including, but not limited to:

- 24 i. violations of Cal. Lab. Code §§ 226.7 and 512;
- 25 ii. violations of Cal. Lab. Code §§ 201-203;
- 26 iii. violations of Cal. Lab. Code §§ 204, 221-223;
- 27 iv. violations of Cal. Lab. Code §§ 1182.12, 1197;
- 28 v. violations of Cal. Lab. Code §§ 510 and 1198;

- vi. violations of Cal. Lab. Code § 227.3;
- vii. violation Cal. Bus. & Prof. Code § 16600;
- viii. violations of Cal. Lab. Code § 432.5;
- ix. violations of Cal. Lab. Code § 226;
- x. violations of Cal. Lab. Code § 1174; and
- xi. violations of Cal. Code Regs., Tit. 8 § 11090, ¶¶ 7, 11, and 12.

161. Plaintiff reserves the right to identify additional unfair and unlawful practices by Defendants as further investigation and discovery warrants.

162. As a result of its unlawful and/or unfair acts, Defendants have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiff and Class Members. Defendants' unlawful and/or unfair conduct has also enabled Defendants to gain an unfair competitive advantage over law-abiding employers and competitors. Defendants must be enjoined from this activity and made to restore to Plaintiff and Class Members their wrongfully withheld benefits, wages (and interest thereon), and related statutory penalties, pursuant to Cal. Bus. & Prof. Code §§ 17202 and 17203.

163. Cal. Bus. & Prof. Code § 17203 provides that the Court may restore to an aggrieved party any money or property acquired by means of unlawful and unfair business practices.

164. Plaintiff seeks a court order requiring an audit and accounting of the employer-sponsored benefits and payroll records to determine the amount of restitution of the value of all employee benefits and all unpaid wages owed to himself and members of the Class, according to proof, as well as a determination of the amount of funds to be paid to current and former employees that can be identified and located pursuant to a court order and supervision.

165. Plaintiff, on behalf of himself and the Class, requests restitution of unpaid wages, wage premiums, injunctive relief and other relief as described below.

1 **THIRTEENTH CAUSE OF ACTION**

2 **Statutory Penalties Pursuant to PAGA**

3 **Cal. Lab. Code §§ 2698, *et seq.***

4 **(On Behalf of All Aggrieved Employees)**

5 166. Plaintiff hereby realleges and incorporates by reference the allegations set forth
6 above as if fully set forth herein.

7 167. At all times herein set forth, the California Private Attorneys General Act of 2004
8 (PAGA) applied to Defendants' employment of Plaintiff and the Aggrieved Employees.

9 168. At all times herein set forth, the PAGA provided that any provision of the Cal. Lab.
10 Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
11 Development Agency (LWDA) for violations of the California Labor Code may, as an alternative,
12 be recovered through a civil action brought by an Aggrieved Employee on behalf of her or himself
13 and other current or former Aggrieved Employees pursuant to procedures outlined in Cal. Lab.
14 Code § 2699.3.

15 169. A civil action under PAGA may be brought by an "Aggrieved Employee," any
16 person that was employed by the alleged violator and against whom the alleged violations were
17 committed.

18 170. Plaintiff was employed by Defendants and each of the alleged violations were
19 committed against him during his time of employment and they are, therefore, Aggrieved
20 Employees. Plaintiff and other employees are "Aggrieved Employees" as defined by Cal. Lab.
21 Code § 2699(c) in that they are all current or former employees of Defendants, and one or more
22 of the alleged violations were committed against them.

23 171. At all times herein set forth, the PAGA provided that for the violation of any Labor
24 Code provision that does not itself contain a civil penalty, there are established civil penalties of
25 \$100 for each Aggrieved Employee per pay period for the initial violation and \$200 for each
26 Aggrieved Employee per pay period for each subsequent violation. Cal. Lab. Code § 2699(f).

27 172. Pursuant to Cal. Lab. Code § 2699.3, an Aggrieved Employee, such as Plaintiff,
28 may pursue a civil action arising under PAGA after the following requirements have been met:

- i. The Aggrieved Employee must file written notice online with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations;
- ii. The notice filed with the LWDA must be accompanied by a filing fee of seventy-five dollars (\$75);
- iii. The LWDA shall notify the employer and the Aggrieved Employee or representative by certified mail that it does not intend to investigate the alleged violations within sixty (60) calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within sixty-five (65) calendar days of the postmark date of the notice given, the Aggrieved Employee may commence a civil action pursuant to § 2699.

173. On September 5, 2024, Mr. Graham provided written notice online to the LWDA and by certified mail to Defendants Cruise and Iconma of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

174. It has been more than sixty-five (65) days since Mr. Graham's notice, and the LWDA has not provided notice of its intent to investigate. Accordingly, Plaintiff has satisfied the administrative prerequisites under Cal. Lab. Code § 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code stated above.

175. Plaintiff and the other Aggrieved Employees are entitled to and seek to recover civil penalties for Defendants' violations of the Labor Code during the applicable limitations period in the following amounts:

- i. For violations of Cal. Lab. Code §§ 226.7 and 512 for failure to provide off-duty meal and rest periods, fifty dollars (\$100.00) for each Aggrieved Employee for each initial violation for pay period for which the employee was underpaid and two hundred dollars (\$200.00) for each underpaid employee for each pay period for which the employee was underpaid (penalty amounts established by Cal. Lab.

Code § 2699(f)(2));

- ii. For violations of Cal. Lab. Code §§ 221-223 for unlawfully withholding wages, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent or willful violation, plus 25 percent of the amount unlawfully withheld. (penalty amounts established by Cal. Lab. Code § 225.5);
- iii. For violations of Cal. Lab. Code §§ 1182.12, 1194, and 1197 for failure to pay minimum wages, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each initial violation and two hundred dollars and fifty (\$250.00) for each Aggrieved Employee per pay period for each subsequent violation regardless of whether the initial violation is intentionally committed (penalty amounts established by Cal. Lab. Code § 1197.1);
- iv. For violations of Cal. Lab. Code §§ 510 and 1194 for failure to pay premium overtime compensation, including unpaid overtime resulting from working through meal periods, fifty dollars (\$50.00) for each Aggrieved Employee for each initial violation for pay period for which the employee was underpaid and one hundred dollars (\$100.00) for each underpaid employee for each pay period for which the employee was underpaid (penalty amounts established by Cal. Lab. Code § 558);
- v. For violations of Cal. Lab. Code § 1174 for failure to keep accurate payroll records, five hundred dollars (\$500.00) for each of Defendants' violations in addition to any other penalties or fines permitted by law (penalty amounts established by Cal. Lab. Code § 1174.5);
- vi. For violations of Cal. Lab. Code § 226 for knowingly and intentionally failing to furnish accurate wage statements, two hundred fifty dollars (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per employee for each subsequent violation (penalty amounts established by Cal. Lab. Code § 226.3);

- vii. For violations of Cal. Lab. Code § 204 for knowingly and intentionally failing to timely pay all wages earned each pay period, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, plus 25 percent of the amount unlawfully withheld (penalty amounts established by Cal. Lab. Code § 210);
- viii. For violations of Cal. Lab. Code §§ 201-203 for knowingly and intentionally failing to timely pay all wages owed upon the discharge or termination of an employee, a penalty up to thirty (30) days of continued compensation for each Aggrieved Employee (penalty amount established by Cal. Lab. Code § 256);
- ix. For violations of Cal. Lab. Code §§ 201-202, 210, 221-223 for knowingly and intentionally failing to pay for all hours worked, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each violation or two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each violation if the LWDA or any court issued a finding or determination to Defendants that their policies or practices were unlawful or because Defendants' conduct giving rise to the violation was malicious, fraudulent, or oppressive (penalty amounts established by Cal. Lab. Code § 2699(f)(2));
- x. For violations of Cal. Lab. Code § 227.3 for failure to pay vested vacation time, sick time, and/or paid time off, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation if the LWDA or any court issued a finding or determination to Defendants that their policies or practices were unlawful or because Defendants' conduct giving rise to the violation was malicious, fraudulent, or oppressive (penalty amounts established by Cal. Lab. Code § 2699(f)(2));
- xi. For violations of Cal. Lab. Code § 432.5 for requiring employees to agree in writing to a term or condition of employment the employer knows is prohibited by

law, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation if the LWDA or any court issued a finding or determination to Defendants that their policies or practices were unlawful or because Defendants' conduct giving rise to the violation was malicious, fraudulent, or oppressive (penalty amounts established by Cal. Lab. Code § 2699(f)(2));

xii. For violations of Cal. Lab. Code § 2810.3 for failure to pay all wages owed, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation where the LWDA or any court issued a finding or determination to Defendants that their policies or practices were unlawful or because Defendants' conduct giving rise to the violation was malicious, fraudulent, or oppressive (penalty amounts established by Cal. Lab. Code § 2699(f)(2)); and,

xiii. For violations of Cal. Lab. Code § 558 for failure to comply with IWC Wage Orders, fifty dollars (\$50.00) for each underpaid employee for each initial violation for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages and one hundred dollars (\$100.00) for each underpaid employee for each subsequent violation for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages (penalty amounts established by Cal. Lab. Code § 558).

176. Pursuant to Cal. Lab. Code §§ 2699(e) and (k)(1), Plaintiff, on behalf of the State of California and other Aggrieved Employees, seeks injunctive relief enjoining Defendants from future violations of the California Labor Code and requiring an audit and accounting of the payroll records to determine the amount of restitution of all unpaid wages owed to himself and other Aggrieved Employees, according to proof, as well as a determination of the amount of funds to

1 be paid to current and former employees that can be identified and located pursuant to a court
2 order and supervision.

3 177. Pursuant to §Code § 2699(g), Plaintiff, on behalf of the State of California and the
4 other Aggrieved Employees, is entitled to an award of reasonable attorneys' fees and costs.

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff, on behalf of himself, the Class, the State of California, and the
7 Aggrieved Employees he seeks to represent in this action, requests the following relief:

- 8 a. That the Court determine that this action may be maintained as a class action;
- 9 b. For an order appointing Plaintiff as representatives of the Class
- 10 c. For an order appointing Plaintiff's attorneys as Class Counsel;
- 11 d. That the Court find that Defendants have been in violation of applicable provisions
12 of the California Labor Code and applicable IWC Wage Orders by failing to pay
13 each member of the Class for all hours worked;
- 14 e. That the Court find that Defendants have been in violation of Cal. Lab. Code §§
15 226.7 and 512 by failing to provide Plaintiff and members of the Class with off-
16 duty meal periods in compliance with applicable law and therefore owe
17 compensation under Cal. Lab. Code §226.7(b) with respect to violations of Cal.
18 Code Regs., Tit. 8 § 11040 and/or § 11090, ¶¶ 7 and 11;
- 19 f. That the Court find that Defendants have been in violation of Cal. Lab. Code §§
20 226.7 by failing to authorize and permit off-duty rest periods in compliance with
21 applicable law for Plaintiff and members of the Class, and therefore owe
22 compensation under Cal. Lab. Code §226.7(b) with respect to violations of Cal.
23 Code Regs., Tit. 8, § 11040 and/or § 11090, ¶ 12;
- 24 g. That the Court find that Defendants have violated the recordkeeping provisions of
25 Cal. Lab. Code § 1174 as to Plaintiff and the Class;
- 26 h. That the Court finds that Defendants have been in violation of Cal. Lab. Code §
27 226 by failing to timely furnish Plaintiff and members of the Class with itemized
28 statements accurately showing the identity and address of the employer, total hours

1 worked, vacation benefits, bonus benefits, and wages earned by each of them
2 during each pay period;

3 i. That the Court finds that Defendants have been in violation of Cal. Lab. Code §§
4 201 and 202 and therefore owe waiting time penalties under Cal. Lab. Code § 203
5 for willful failure to pay all compensation owed at the time of termination of
6 employment to Plaintiff and Class Members;

7 j. That the Court find that Defendants have been in violation of Cal. Lab. Code §
8 227.3 by knowingly implementing a “use it or lose it” vacation policy for vested
9 vacation time and a vacation policy that prohibited the compensation of Plaintiff
10 and Class Members for vested vacation time upon the termination of their
11 employment in a written employment agreement;

12 k. That the Court find that Defendants have been in violation of Cal. Bus. & Prof.
13 Code §§ 16600 and 16600.1 by implementing a non-compete clause that restrained
14 Plaintiff and Class from engaging in a lawful profession, trade, or business for
15 twelve (12) months upon the termination of their employment;

16 l. That the Court find that Defendants have been in violation of Cal. Bus. & Prof.
17 Code §16600.1(b)(1) by failing to notify its current and former employees
18 employed after January 1, 2022, that the noncompete clause in the employment
19 agreement was void;

20 m. That the Court finds that Defendants have been in violation of Cal. Lab. Code §
21 432.5 by requiring them to enter into the noncompete agreement in writing and/or
22 the vested vacation time and paid time off forfeiture policy in writing despite
23 knowing they were in violation of California law;

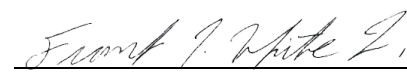
24 n. That the Court find that Defendants have committed unfair and unlawful business
25 practices, in violation of Cal. Bus. & Prof. §§ 17200, *et seq.*, by their violations of
26 the Cal. Lab. Code, Cal. Bus. & Prof., and Wage Orders as described above;

27 o. That the Court order an accounting of the payroll records to determine what
28 restitution is owed and to whom, pursuant to Cal. Bus. & Prof. Code § 17203;

- 1 p. That the Court award to Plaintiff and the Class Members compensation and
2 restitution for the time spent subject to the control of their employer during meal
3 and/or rest periods, including minimum wages, wages at the designated rate, and
4 overtime, plus premium wages for all noncompliant meal and rest periods;
5 q. Prejudgment interest under Cal. Lab. Code § 218.6; Cal Civ. Code §§ 3287, 3289,
6 and other applicable law;
7 r. That the Court award to Plaintiff and the Class Members statutory and/or civil
8 penalties as provided herein, including but not limited to Cal. Lab. Code §§ 203,
9 210, 226, 1174.5, 1194.2, 1197.1;
10 s. That Plaintiff and the Class be awarded reasonable attorneys' fees and costs
11 pursuant to Cal. Lab. Code §§ 203, 225.5, 226, 1194, and 1197, Cal. Code Civ.
12 Proc. § 1021.5, and/or other applicable law;
13 t. That the Court award to Plaintiff and the Aggrieved Employees civil penalties as
14 provided herein, including but not limited to Cal. Lab. Code §§ 210, 225.5, 226.3,
15 256, 558, 1174.5, 1197.1, 2699(f);
16 u. That the Court enjoins Defendants from future violations of the California Labor
17 Code and order an audit and accounting of payroll records to determine the amount
18 of restitution of all unpaid wages owed to Plaintiff and other Aggrieved Employees
19 v. That Plaintiff be awarded reasonable attorneys' fees and costs pursuant to Cal. Lab.
20 Code § 2699(g)(1), Cal. Code Civ. Proc. § 1021.5, and/or other applicable law;
21 w. Any and all other applicable statutory penalties, as provided by law; and
22 x. For such other and further relief as this Court deems just and proper.
23

24 Dated: June 4, 2026

Respectfully Submitted,

25 
26 _____

Carolyn H. Cottrell

Ori Edelstein

Frank J. White Jr.

**SCHNEIDER WALLACE
COTTRELL KIM LLP**

Jeremy Pasternak
LAW OFFICES OF JEREMY PASTERNAK

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Dated: June 4, 2026

Frank J. White L.

COTTRELL KIM LLP

LAW OFFICES OF JEREMY PASTERNAK

1 **PROOF OF SERVICE**

2 I, the undersigned, declare that I am, and was at the time of service of the papers herein
3 referred to, over the age of 18 years and not a party to the within action or proceeding. I am
4 employed at Schneider Wallace Cottrell Kim LLP located at 515 S Figueroa Street, Suite 1060,
Los Angeles, California 90071.

5 On June 5, 2026 I served the following document(s):

6 **CONSOLIDATED COMPLAINT**
7 **CLASS ACTION – LAW ENFORCEMENT ACTION**
8 **SECOND AMENDED COMPLAINT**

on the following person(s) listed below, as follows:

9 Kevin D. Reese (SBN 172992)
10 Janelle J. Sahouria (SBN 253669)
11 Ariel P. Kahn (SBN 351364)
12 **JACKSON LEWIS, P.C.**
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Attorneys for Defendant

**ICONMA WORKFORCE SOLUTIONS,
L.L.C.**

Email: aparker@fisherphillips.com
Email: elobaugh@fisherphillips.com

18 ☒ **BY ELECTRONIC SERVICE:** Eugene Huffman, Paralegal, has submitted an
19 electronic version of the above-referenced document to the person(s) whose email
address(es) are known to me as listed above [via File & ServeXpress].

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

22 Executed on June 5, 2026, in Sherman Oaks, California.

23 
24 Eugene Huffman