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Assigned for All Purposes:
Judge William D. Claster
Dept. CX101

Attorneys for Plaintiff
ROBERT NAVARRO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CIVIL COMPLEX CENTER

ROBERT NAVARRO, individually, and on
behalf of all aggrieved employees,

Plaintiff,

v.

CLOUDBASE VENTURES, INC., a California
corporation, and DOES 1-25, inclusive,

Defendants.

) Case No. 30-2025-01530640-CU-OE-CXC
)
) **COMPLAINT FOR DAMAGES FOR:**
) **1. FAILURE TO PAY MINIMUM**
) **WAGE;**
) **2. FAILURE TO PAY OVERTIME**
) **WAGES;**
) **3. FAILURE TO PROVIDE MEAL AND**
) **REST PERIODS;**
) **4. FAILURE TO PROVIDE ACCURATE**
) **ITEMIZED WAGE STATEMENTS;**
) **5. FAILURE TO PAY ALL WAGES DUE**
) **AND PAYABLE AT SEPARATION OF**
) **EMPLOYMENT;**
) **6. FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**
) **7. FAILURE TO PROVIDE ACCESS TO**
) **PERSONNEL AND PAYROLL**
) **RECORDS;**
) **8. UNFAIR BUSINESS PRACTICES; and**
) **9. VIOLATIONS OF THE PRIVATE**
) **ATTORNEYS GENERAL ACT OF 2004.**
)
) DEMAND FOR JURY TRIAL
)

COMES NOW Plaintiff ROBERT NAVARRO ("Plaintiff"), individually and on behalf of
all aggrieved employees, asserts claims against Defendants CLOUDBASE VENTURES, INC., a
California corporation; and DOES 1 through 25 inclusive, and hereby alleges as follows:

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jointly, or severally.

6. Plaintiff is informed, believes, and thereon alleges that Defendants were his “Employer” as that term is defined in the applicable Wage Order of the Industrial Welfare Commission (“IWC”). Plaintiff is informed and believes and thereon alleges that, at all relevant times mentioned herein, Defendants were Plaintiff’s employer.

JOINT LIABILITY

7. Except as hereinafter specially described, Defendants, and each of them, are and were the agents and/or employees of the other Defendants, and in acting as described herein were acting within the scope of their authority or employment as agents and/or employees thereof, and with the permission and consent of the other Defendants.

8. As to each of the Defendants, Plaintiff is informed, believes, and thereon alleges that, at all relevant times mentioned herein, each Defendant was the principal, agent, employer, employee, partner, joint venture, officer, director, controlling shareholder, alter ego, subsidiary, affiliate, parent corporation, successor in interest and predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants, so as to be liable for the conduct of them.

9. Plaintiff is further informed, believes, and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above; that each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants; and that each Defendant acted pursuant to a conspiracy and agreement to do the things alleged herein.

GENERAL BACKGROUND FACTS

10. Plaintiff was employed by Defendants as an Account Manager from on or about April of 2023 through on or about September 4, 2024. Plaintiff was employed by Defendants for approximately one (1) year and five (5) months. At the time of Plaintiff's separation from Defendants, he was earning approximately \$21.00 per hour plus a nondiscretionary bonus of approximately 30% of his base pay.

1 11. Defendants compensated Plaintiff at a rate of \$21.00 per hour plus a
2 nondiscretionary bonus. However, at one point during Plaintiff's employment, Defendants
3 arbitrarily and sporadically chose when to pay him this bonus. Additionally, Defendants failed to
4 put in writing the contemplated method by which the bonus shall be computed and paid. Moreover,
5 Plaintiff's wage statements failed to indicate the same.

6 12. Plaintiff's duties included providing support to the catering industry, serving as the
7 point of contact for customers, and overseeing accounts in Arizona, Texas, and the Bay Area.

8 13. Plaintiff occasionally worked overtime hours during any given workday and/or
9 workweek. As Defendants' wage statements for Plaintiff show, however, Defendants failed to pay
10 Plaintiff one and one-half times his regular rate of pay for all overtime hours worked. Instead,
11 Defendants appeared to only pay him one and one-half times his hourly rate of \$21.00, and failing
12 to include all remuneration of pay in his regular rate (i.e. nondiscretionary bonuses etc.).

13 14. Plaintiff is informed and believes that Defendants failed to pay and continue to fail
14 to pay overtime pay at the proper regular rate of pay to all other non-exempt employees.

15 15. Despite Defendants' obligation to provide Plaintiff and other non-exempt employees
16 with timely, duty-free, and uninterrupted meal periods, Defendants failed to provide or give
17 Plaintiff the opportunity to take such meal periods.

18 16. Defendants were well aware of Plaintiff's lack of compliant meal periods. Plaintiff
19 was often required to take his meal period after the start of his fifth (5th) hour of work due to a
20 demanding work schedule that provided him with little to no opportunity to take compliant meal
21 periods.

22 17. Regardless of when any such meal periods were made available to him, Plaintiff was
23 also always required to have his personal cell phone with him at all times and respond to any such
24 calls, messages, etc. Additionally, at no point did Defendants provide Plaintiff with compliant rest
25 periods. Plaintiff was required to have either his personal cell phone with him at all times, both
26 during and before/after his shifts, to be available to potential clients, current clients, and
27 management.

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1 18. As Defendants' own records for Plaintiff indicate, at no point during Plaintiff's
2 employment with Defendants did Defendants provide Plaintiff with meal and/or rest premium
3 wages equal to one (1) hours' worth of pay at his regular rate of pay in lieu of all non-compliant
4 meal and rest periods.

5 19. Plaintiff is informed and believes that Defendants failed to provide and continue to
6 fail to provide compliant meal and rest periods, or premium wages in lieu thereof, to all other
7 current and former non-exempt employees.

8 20. As a result of the above, Defendants failed to pay all wages including minimum and
9 overtime wages, failed to maintain accurate records, and failed to provide accurate itemized wage
10 statements for Plaintiff and aggrieved employees showing proper gross and/or net wages earned,
11 total hours worked, and/or all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each respective hourly rate, among other things.

13 21. Plaintiff is informed and believes that Defendants failed and continue to fail to pay
14 all wages, failed to maintain accurate records, and failed to provide accurate itemized wage
15 statements to all other current and former non-exempt employees, at a minimum.

16 22. Not only did Defendants fail to pay Plaintiff all wages due and payable at separation
17 of employment, but Defendants still have not paid all wages due and payable to Plaintiff.
18 Therefore, Plaintiff is entitled to the full thirty (30) days of waiting time penalties for Defendants'
19 failure to pay all wages due and payable at separation of employment and civil penalties pursuant
20 to PAGA.

21 23. Plaintiff is informed and believes that Defendants failed to pay all wages due and
22 payable at separation of employment to all other former non-exempt employees.

23 24. Upon information and belief, at least fifty (50) current and/or former employees of
24 Defendants are aggrieved employees as defined under California Labor Code section 2699(c).

25 25. Plaintiff filed a Private Attorneys General Act of 2004 ("PAGA") Notice with the
26 Labor and Workforce Development Agency ("LWDA") on December 4, 2024. Attached as
27 **Exhibit 1** is a true and correct copy of Plaintiff's PAGA Notice. Therefore, Plaintiff has waited the
28 mandatory sixty-five (65) days since filing his PAGA Notice.



FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGE
(Violation of Labor Code § 1194)
(Against All Defendants)

26. Plaintiff realleges and incorporates each preceding paragraph as though fully set forth herein.

27. At all times mentioned herein, Defendants employed Plaintiff.

28. At all times mentioned herein, Plaintiff's employment by Defendants was subject to the provisions of the California Labor Code (hereinafter "Labor Code") and the applicable IWC Wage Order.

29. Section 1194 of the Labor Code states that any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit.

30. As discussed above, as a result of Defendants' routine failure to provide Plaintiff with uninterrupted and duty-free meal and rest periods, Plaintiff was routinely forced to work off the clock. As a result, Defendants failed to compensate Plaintiff for all hours worked and rightfully owed.

31. As such, Plaintiff requests an award of all unpaid minimum wages, liquidated damages, and an award of interest on all unpaid wages at the legal rate specified by Civil Code section 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code section 218.6.

32. Pursuant to Labor Code section 1194(a), Plaintiff requests an award of interest, reasonable attorneys' fees, and costs incurred in this action.

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SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(Violation of Labor Code §§ 510 and 1198)
(Against All Defendants)

33. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

34. At all times mentioned herein, Defendants employed Plaintiff.

35. At all times mentioned herein, Plaintiffs employment by Defendants was subject to the provisions of the Labor Code and the applicable IWC Wage Order.

36. Labor Code section 510(a) and the applicable IWC Wage Order regulating payment of wages in the state of California, provides that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one (1) workweek shall be compensated at the rate of no less than one and one-half (1.5) times the regular rate of pay for each employee, and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee ["double-time"], and at no less than one and one-half (1.5) for the first eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

37. Labor Code section 1194 states that any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit.

38. While employed by Defendants, Plaintiff worked more than eight (8) hours per day and over forty (40) hours per week.

39. At no point throughout Plaintiff's employment with Defendants did Defendants pay Plaintiff overtime or double-time wages at his regular rate of pay for all overtime hours worked. Instead, Defendants appeared to only pay Plaintiff one and one-half times their hourly rate of \$21.00, failing to include all remuneration of pay (i.e. commissions, etc.).

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1 work during any meal or rest period mandated by an applicable order of the IWC.

2 47. Throughout Plaintiff's employment with Defendants, Defendants failed to regularly
3 provide Plaintiff with compliant, uninterrupted, and duty-free meal and rest periods. Defendants
4 were well aware of Plaintiff's lack of compliant meal periods. Plaintiff was often required to take
5 his meal period after the start of his fifth (5th) hour of work due to a demanding work schedule that
6 provided him with little to no opportunity to take compliant meal periods.

7 48. Regardless of when any such meal periods were made available to him, Plaintiff was
8 always required to have his personal cell phone with him at all times and respond to any such calls,
9 messages, etc. Additionally, at no point did Defendants provide Plaintiff with compliant rest
10 periods. Plaintiff was required to have either his personal cell phone with him at all times, both
11 during and before/after his shifts, to be available to potential clients, current clients, and
12 management.

13 49. Despite failing to provide uninterrupted and duty-free meal periods and rest periods,
14 Plaintiff was never provided with one (1) hours' worth of his wages in lieu of Defendants' meal
15 and rest period violations, as Defendants' own records for Plaintiff should indicate.

16 50. Defendants' actions were fraudulent and deceitful, and were intentional acts
17 designed to maximize their profits in complete disregard for Plaintiff's right to take meal and rest
18 periods.

19 51. Pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order, if an
20 employer fails to provide an employee a meal period in accordance with the applicable provisions
21 of IWC Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's
22 regular rate of compensation for each workday that the meal period is not provided. As such,
23 Plaintiff is entitled to an additional one (1) hour of pay for each missed meal period per day for
24 each workday in which Plaintiff was not provided a proper meal period under the above-described
25 authorities.

26 52. The applicable IWC Wage Order states that every employer shall authorize and
27 permit all employees to take rest periods. The authorized rest period time shall be based on the
28 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours of work. As



1 such, Plaintiff is entitled to an additional one (1) hour of pay for each day in which Plaintiff was
2 not provided a proper rest period under the above-described authorities.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

5 **(Violation of Labor Code § 226)**

6 **(Against All Defendants)**

7 53. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
8 set forth herein.

9 54. At all times mentioned herein, Defendants employed Plaintiff.

10 55. At all times mentioned herein, the employment of Plaintiff by Defendants was
11 subject to the provisions of the Labor Code and IWC Wage Order.

12 56. Labor Code section 226 states that every employer shall, semimonthly or at the time
13 of each payment of wages, furnish each of its employees – either as a detachable part of the check,
14 draft, or voucher paying the employee's wages, or separately when wages are paid by personal
15 check or cash – an accurate itemized statement in writing showing (1) gross wages earned, (2) total
16 hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece
17 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
18 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
19 earned, (6) the inclusive date of the period for which the employee is paid, (7) the name of the
20 employee and his or her social security number, (8) the name and address of the legal entitle that is
21 the employer, and (9) all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate by the employee. Section 226 also
23 provides that the deductions made from payments of wages shall be recorded in ink or other
24 indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a
25 record of the deductions shall be kept on file by the employer for at least three years at the place of
26 employment or at a central location within the State of California.

27 57. During Plaintiff's employment with Defendants, Defendants failed to provide
28 Plaintiff with a proper itemized wage statement in compliance with Labor Code section 226.



Moreover, Plaintiff's wage statement failed to indicate the contemplated method by which Plaintiff's commissions shall be computed and paid.

58. Pursuant to Labor Code section 226(e), an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with the itemized wage statement requirement is entitled to recover the greater of, all actual damages, or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00), and is entitled to an award of costs and reasonable attorneys' fees.

59. Plaintiff requests that this Court issue an order of monetary damages and attorneys' fees and costs in favor of Plaintiff and against Defendants, in accordance with the provisions of Labor Code section 226(e).

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE AND PAYABLE

AT SEPARATION OF EMPLOYMENT

(Violation of Labor Code §§ 201 and 203)

(Against All Defendants)

60. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

61. At all times mentioned here, Defendants employed Plaintiff.

62. At all times mentioned herein, Plaintiff's employment by Defendants was subject to the provisions of the Labor Code and the applicable IWC Wage Order.

63. Labor Code section 201 states that an employer is required to provide an employee who is terminated all unpaid wages immediately upon termination. Labor Code section 203 states that if an employer willfully fails to pay a discharged employee wages according to Labor Code section 201, these wages shall continue as a penalty for up to a maximum of thirty (30) days.

64. As of the date of this Complaint, more than thirty (30) days have elapsed since the termination of Plaintiff's employment with Defendants and Defendants still have not paid all of Plaintiff's wages that were then due and owing at the time of his termination.



1 73. Defendants' knowing and willful failure to reimburse lawful and necessary work-
2 related expenses and losses to Plaintiff resulted in damage to him because, to date, Defendants have
3 not reimbursed Plaintiff for those expenses he incurred.

4 74. Plaintiff is therefore entitled to lawful reimbursement for any and all necessary
5 work-related expenses, as provided in Labor Code section 2802(b), incurred during the direct
6 discharge of his duties while employed by Defendants as well as accrued interest on those expenses
7 that were not reimbursed from the date the expenses were incurred.

8 75. Plaintiff is entitled to attorneys' fees and costs of suit pursuant to section 2802(c) of
9 the Labor Code.

10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCESS TO PERSONNEL AND PAYROLL RECORDS**

12 **(In Violation of Labor Code §§ 1198.5 and 226)**

13 **(Against all Defendants)**

14 76. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
15 set forth herein.

16 77. At all times mentioned herein, Defendants employed Plaintiff.

17 78. At all times herein mentioned, the employment of Plaintiff by Defendants was
18 subject to the provisions of the California Labor Code and the applicable IWC Wage Order.

19 79. Labor Code section 1198.5(a) states that every current or former employee, or his or
20 her representative, has the right to inspect and receive a copy of the personnel records that the
21 employer maintains relating to the employee's performance or to any grievance concerning the
22 employee.

23 80. Labor Code section 1198.5(a) states that the employer shall make the contents of
24 those personnel records available for inspection to the current or former employee, or his
25 representative, no later than thirty (30) calendar days from the date the employer receives a written
26 request.

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81. Labor Code section 226 states that every current or former employee, or his or her representative, has the right to inspect and receive a copy of the payroll records that the employer maintains relating to the employee's employment upon reasonable request to the employer.

82. Labor Code section 226(c) states that the employer shall make the contents of those payroll records available for inspection to the current or former employee, or his or her representative, not later than twenty-one (21) days from the date the employer receives the request.

83. On or about December 3, 2024 and later January 7, 2025, counsel for Plaintiff, at the request of Plaintiff, sent a letter to Defendants requesting Plaintiff's personnel file and payroll records. As Plaintiff's attorney of record, Plaintiff's counsel is entitled and permitted to seek these records at the request of the client.

84. To date, Defendants have not produced Plaintiff's requested records in violation of California law.

85. As a result of the statutory violations, pursuant to Labor Code section 1198.5, subdivisions (b) and (k); and 226, subdivisions (e) and (f), Plaintiff seeks damages in an amount to be determined according to proof at trial, costs, and reasonable attorneys' fees.

EIGHTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

(Violation of Business and Professions Code §§ 17200, *et seq.*)

(Against All Defendants)

86. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

87. At all times mentioned herein, Defendants employed Plaintiff.

88. Defendants, and each of them, are “persons” as defined under Business & Professions Code section 17021.

89. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other aggrieved employees, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

90. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

91. A violation of California Business & Professions Code section 17200, *et seq.*, may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the Labor Code and IWC Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent, and unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent business practices in violation of the California Business & Professions Code section 17200, *et seq.*

Failure to Pay Minimum Wage

92. Defendants' failure to pay the legally required minimum wage in accordance with Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

Failure to Pay Overtime Wages

93. Defendants' failure to pay legally required overtime wages in accordance with Labor Code sections 510, 1194, and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

Failure to Provide Meal and Rest Periods

94. Defendants' failure to provide legally required meal periods and rest periods in accordance with Labor Code sections 226.7 and 512, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

Failure to Provide Accurate Itemized Wage Statements

95. Defendants' failure to provide legally required accurate itemized wage statements in accordance with Labor Code section 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

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1 **Failure to Reimburse Business Expenses**

2 96. Defendants' failure to reimburse business expenses in accordance with Labor Code
3 sections 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business
4 and Professions Code section 17200, *et seq.*

5 **Failure to Pay All Wages Due and Payable Upon Separation of Employment**

6 97. Defendants' failure to timely pay legal required wages upon separation of
7 employment in accordance with Labor Code section 201, as alleged above, constitutes unlawful
8 and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

9 98. By and through their unfair, unlawful, and/or fraudulent business practices described
10 herein, Defendants have obtained valuable property, money, and services from Plaintiff and have
11 deprived Plaintiff of his rights and benefits guaranteed by law, all to his detriment.

12 99. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful
13 conduct.

14 100. Plaintiff is entitled to, and seeks, such relief as may be necessary to disgorge the
15 profits which Defendants have acquired, or of which Plaintiff has been deprived, by means of the
16 above-described unfair, unlawful, and/or fraudulent business practices. Plaintiff is not obligated to
17 establish individual knowledge of the unfair practices of Defendants in order to recover restitution.

18 101. Plaintiff is further entitled to, and seeks, a declaration that the above-described
19 practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining the Defendants,
20 and each of them, from engaging in any of the above-described unfair, unlawful, and/or fraudulent
21 business practices in the future.

22 102. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries
23 which he has suffered as a consequence of Defendants' unfair, unlawful, and/or fraudulent business
24 practices. As a result of the unfair, unlawful, and/or fraudulent business practices described above,
25 Plaintiff has suffered and will continue to suffer irreparable harm unless Defendants, and each of
26 them, are restrained from continuing to engage in said unfair, unlawful, and/or fraudulent business
27 practices.

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103. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this Complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION
VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004
(Violation of Labor Code §§ 2698, *et seq.*)
(Against All Defendants)

104. Plaintiff hereby reallege and incorporate each of the preceding paragraphs as though fully set forth herein.

105. At all times mentioned herein, Defendants employed Plaintiff.

106. Plaintiff is an aggrieved employee as defined in Labor Code section 2699(c). Other current and/or former employees have been aggrieved based upon Defendants' egregious violations of the Labor Code and Business & Professions Code. As a result, Plaintiff brings this cause of action on behalf of both himself and other current and former employees of Defendants for the violations alleged in this Complaint.

107. Defendants have failed to pay minimum wages in violation of Labor Code section 1194; failed to pay overtime wages in violation of Labor Code sections 510, 1194, and 1198; failed to provide meal and rest periods in violation of Labor Code sections 226.7 and 512; failed to maintain accurate records and record meal periods in violation of Labor Code sections 1174, 1174.5, 1175, and 226(a); failed to provide accurate and itemized wage statements in violation of Labor Code section 226; failed to pay all wages due and payable upon termination in violation of Labor Code section 201 and 203; failed to reimburse business expenses in violation of Labor Code section 2802; failed to timely pay wages in violation of Labor Code sections 201 and 202; failed to provide compliant written commission agreement in violation of Labor Code section 2751; and engaged in unfair business practices in violation of Business & Professions Code section 17200, *et seq.*



108. Pursuant to Labor Code section 2699, *et seq.*, Plaintiff and other aggrieved employees seek to recover civil penalties under Labor Code sections 2699(f) and 558 for which Defendants are liable as a result of their violations of the aforementioned Labor Code and Business and Professions Code sections in an amount to be proven at trial.

109. Plaintiff has exhausted all obligations under Labor Code section 2699.3(a). On December 4, 2024, Plaintiff gave written notice by online submission to the LWDA and by certified mail to Defendants agent for service of process as prescribed by the Labor Code of the specific provisions of this code alleged to have been violated and included the facts and theories to support the alleged violations. Sixty-five (65) calendar days have passed since the postmark date of the notices. As such, pursuant to section 2699.3(a)(2)(A), Plaintiff may now commence a representative civil action as a proxy of the State of California.

110. As a proximate result of the action and conduct described in the paragraphs above, which constitute violations of certain Labor Code and Business & Professions Code sections, Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at the time of trial and seeks civil penalties and attorneys' fees pursuant to Labor Code section 2699(f) and (g) against Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays, individually and on behalf of aggrieved employees, judgment against Defendants, and each of them, as follows:

1. For economic damages according to proof;
2. For non-economic damages according to proof;
3. For an award of exemplary and punitive damages according to proof;
4. For penalties and premiums available under applicable law;
5. For civil penalties pursuant to PAGA;
6. For liquidated damages;
7. For declaratory and injunctive relief;
8. For an award of reasonable attorney's fees and costs;
9. For pre-judgment and post-judgment interest as provided by law; and



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

DEMAND FOR JURY TRIAL

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

Dated: December 4, 2025

KRING & ASSOCIATES, APC

By: _____

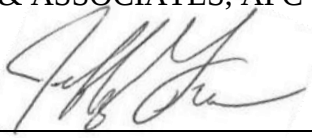

Tyler D. Kring
Jeffrey T. Green
Attorneys for Plaintiff
Robert Navarro and Aggrieved Employees



EXHIBIT 1



December 4, 2024

VIA ELECTRONIC SUBMISSION

Attn: PAGA Administrator
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: Robert Navarro. v. Cloudbase Ventures, Inc., et al.

K&C Client: Robert Navarro

K&C File No.: 9800.0390

Subject: Notice of Representative Action Pursuant to the Private Attorneys General Act of 2004

Dear PAGA Administrator:

This office represents Robert Navarro ("Mr. Navarro" or "Plaintiff"). Pursuant to Labor Code sections 2698, et seq. and the Private Attorneys General Act of 2004 ("the Act"), we are providing written notice that Plaintiff's former employer, Cloudbase Ventures, Inc., dba Foodja ("Cloudbase") and any and all related entities (collectively referred to as "Defendants"), is in violation of various provisions of the California Labor Code, including provisions that impose civil penalties.

Mr. Navarro and other aggrieved employees intend to avail themselves of the protections of the Act. Accordingly, this correspondence will serve to satisfy the notice requirement of the Act pursuant to Labor Code section 2699.3(a).

STATEMENT OF FACTS

Mr. Navarro began his employment as account manager for Defendants in April of 2023.

Upon hire, Mr. Navarro was provided with a Notice to Employee pursuant to Labor Code section 2810.5, which stated, among other things, that he would be paid "\$21.00 per hour plus commissions." While Defendants arbitrarily and sporadically chose when to pay Mr. Navarro commission payments, Defendants failed to put in writing the contemplated method by which the commissions shall be computed and paid. Moreover, Mr. Navarro's wage statements failed to indicate the same.

Additionally, on occasions when Mr. Navarro worked overtime hours during any given workday and/or workweek, Defendants failed to pay Mr. Navarro one and one-half times his regular rate of pay for all overtime hours worked. Instead, Defendants appeared to only pay him

one and one-half times their hourly rate of \$21.00, failing to include all remuneration of pay (i.e. commissions, etc.).

Mr. Navarro is informed and believes that Defendants failed to pay and continue to fail to pay overtime pay at the proper regular rate of pay to all other non-exempt employees, at a minimum.

Despite Defendants' obligation to provide Mr. Navarro and other non-exempt employees with timely, duty-free, and uninterrupted meal periods, Defendants failed to provide or give Mr. Navarro the opportunity to take such meal periods. Defendants were well aware of Mr. Navarro's lack of compliant meal periods. He was often required to take his meal period after the start of his fifth (5th) hour of work due to a demanding work schedule that provided him with little to no opportunity to take compliant meal periods and regardless of when any such meal periods were made available to him, Mr. Navarro always required to have his personal cell phone with him at all times and respond to any such calls, messages, etc. Additionally, at no point did Defendants provide Mr. Navarro with compliant rest periods. Mr. Navarro was required to have either his personal cell phone with him at all times, both during and before/after his shifts, to be available to potential clients, current clients, and management.

As Defendants' own records for Mr. Navarro indicate, at no point during his employment with Defendants did Defendants provide Mr. Navarro with meal and/or rest premium wages equal to one (1) hours' worth of pay at his regular rate of pay in lieu of all non-compliant meal and rest periods. Mr. Navarro is informed and believes that Defendants failed to provide and continue to fail to provide compliant meal and rest periods, or premium wages in lieu thereof, to all other current and former non-exempt employees, at a minimum.

As a result of the above, Defendants failed to pay all wages including minimum and overtime wages, failed to maintain accurate records, and failed to provide accurate itemized wage statements for Mr. Navarro and aggrieved employees showing proper gross and/or net wages earned, total hours worked, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each respective hourly rate, among other things. Ms. Navarro is informed and believes that Defendants failed and continue to fail to pay all wages, failed to maintain accurate records, and failed to provide accurate itemized wage statements to all other current and former non-exempt employees, at a minimum.

Not only did Defendants fail to pay Mr. Navarro all wages due and payable at separation of employment, but Defendants still have not paid all wages due and payable to him. Therefore, Mr. Navarro is entitled to the full thirty (30) days of waiting time penalties for Defendants' failure to pay all wages due and payable at separation of employment and civil penalties pursuant to PAGA. Mr. Navarro is informed and believes that Defendants failed to pay all wages due and payable at separation of employment to all other former non-exempt employees, at a minimum.

Upon information and belief, at least twenty (20) current and/or former employees of Defendants are aggrieved employees as defined under California Labor Code section 2699(c). As such, Mr. Navarro hereby provides notice that he intends to seek civil penalties, in a

representative capacity on behalf of all such aggrieved employees for the violations applicable to him.

LABOR CODE VIOLATIONS

Defendants are in violation of the following Labor Code provisions:

1. Labor Code § 1194 (Failure to Pay Minimum Wage);
2. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages);
3. Labor Code §§ 201 and 202 (Failure to Timely Pay Wages);
4. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
5. Labor Code § 2751 (Failure to Provide Compliant Written Commission Agreement);
6. Labor Code § 2802 (Failure to Reimburse Expenses);
7. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);
8. Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements); and
9. Labor Code §§ 201 and 203 (Failure to Pay All Wages Due and Payable at Separation of Employment).

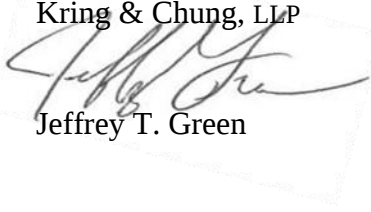
CONCLUSION

To prevent the above-described violations from occurring and to remedy past violations, Mr. Navarro, on behalf of all other aggrieved employees, intends to file a complaint against Defendants for these violations based upon the facts and theories set forth herein. Pursuant to Labor Code section 2699.3(a)(1), Mr. Navarro will serve the same written notice to Defendants' agent for service by certified mail.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very truly yours,

Kring & Chung, LLP


Jeffrey T. Green

(jgreen@kringandchung.com)
JTG

Attn: PAGA Administrator
December 4, 2024
K&C File No.: 9800.0390
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cc: Via Certified Mail

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