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Electronically FILED by Superior Court of California, County of Los Angeles 10/26/2026 2:54 PM David W. Slayton, Executive Officer/Clerk of Court, By L. Monarrez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KATRINA SPEARS and AMBER BOHANON, individually, and on behalf of all other Aggrieved Employees,

Plaintiffs,

v.

GC SERVICES LIMITED PARTNERSHIP doing business as INTELOGIX; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26NNCV08557

REPRESENTATIVE COMPLAINT FOR ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE §§ 2698, *ET SEQ.*:

Plaintiffs Katrina Spears and Amber Bohanon ("Plaintiffs"), individually and on behalf of all other Aggrieved Employees, alleges as follows:

INTRODUCTION

1. Plaintiffs bring this representative action against Defendants GC Services Limited Partnership doing business as InteLogix and DOES 1 through 50, inclusive (collectively, "Defendants"), on their own behalf and on behalf of all other non-exempt employees currently or formerly employed by Defendants in California at any time from August 20, 2025 to the present ("Aggrieved Employees").

2. Plaintiffs are informed and believe, and thereon allege, that Defendants have violated state wage and hour laws by, among other things:

(a) failing to pay all wages;

(b) failing to provide meal periods or pay meal period premiums;

(c) failing to authorize or permit rest periods or pay rest period premiums;

(d) failing to provide accurate itemized wage statements; and

(e) failing to pay all wages due during employment and upon separation of employment.

3. Plaintiffs seek monetary relief against Defendants on behalf of themselves and all other Aggrieved Employees to recover, among other things, attorneys' fees, costs and expenses, and civil penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,1198, 2698, *et seq*.

JURISDICTION AND VENUE

4. The penalties and other legal and equitable relief sought by Plaintiffs exceed the minimal jurisdictional limits of this Court and will be established according to proof at trial.

5. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the California Constitution, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

6. This Court has jurisdiction over all Defendants because, upon information and

belief, Defendants are citizens of California, have sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

7. Venue is proper in this court because Defendants maintain offices, have agents, employ individuals, and/or transact business in this county.

THE PARTIES

8. Plaintiff Spears is a California resident and has been employed by Defendants in Oakland, California as a non-exempt customer service tier 1 representative since approximately August 2025.

9. Plaintiff Bohanon is a California resident and was employed by Defendants in Oakland, California as a non-exempt customer service web representative from approximately March 2025 through approximately December 2025.

10. Defendants were and are subject to the Labor Code and IWC Wage Orders as employers whose employees were and are engaged to work throughout this county and the State of California.

11. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein under the fictious names DOES 1 through 50 but will amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

12. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein were performed by, or are attributable, to each Defendant acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf.

13. Plaintiffs are informed and believe, and thereon allege, that during the relevant time period, DOES 1 through 50 were the employers of Plaintiffs and the other Aggrieved Employees within the meaning of all applicable state laws and statutes. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 50 directly or indirectly controlled or affected the working

conditions, working hours, and conditions of employment of Plaintiffs and the other Aggrieved Employees so as to make each Defendant an employer liable under the statutory provision set forth herein.

14. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 50 had the authority to hire and terminate Plaintiffs and the other Aggrieved Employees, to set work rules and conditions governing Plaintiffs and the other Aggrieved Employees' employment, and to supervise their daily employment activities.

15. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 50 exercise sufficient authority over the terms and conditions of Plaintiffs' and the other Aggrieved Employees' employment for them to be joint employers of Plaintiffs and the other Aggrieved Employees.

GENERAL ALLEGATIONS

16. During the relevant time period, Defendants employed Plaintiffs and Aggrieved Employees as non-exempt employees throughout California at Defendants' California business location(s).

17. Throughout the statutory period, Defendant failed to pay Plaintiffs and other Aggrieved Employees all wages earned for all hours worked. For example, Defendant failed to pay Plaintiffs and other Aggrieved Employees for time spent booting up their computers before being able to clock in, and time spent powering down their computers after clocking out. As a result, Defendant failed to pay Plaintiffs and other Aggrieved Employees for all wages due in violation of Labor Code §§ 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

18. Throughout the statutory period, Defendant failed to provide Plaintiffs and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Plaintiffs and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. Defendant failed to pay Plaintiffs and other Aggrieved

Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. As a result, Defendant failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

19. During the relevant time period, Defendants knew that Plaintiffs and Aggrieved Employees were entitled to receive 10-minute, duty-free rest periods for every 4 hours worked or major fraction thereof or payment of rest period premiums at their regular rate of pay in lieu thereof. However, Defendants failed to permit Plaintiffs and Aggrieved Employees to take 10-minute, uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof and failed to pay rest period premiums at their regular rate of pay in lieu thereof in violation of the Labor Code and applicable IWC Wage Order.

20. Due to Defendants' wage, meal period, and rest period violations as alleged above, Defendant failed to provide Plaintiffs and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

21. Due to Defendants' wage, meal period, and rest period violations as alleged above, Defendant failed to pay all wages due during Plaintiffs' and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. This failure was willful and intentional.

22. During the relevant time period, Defendants knew they had a duty to compensate Plaintiffs and Aggrieved Employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and/or intentionally failed to do so in order to increase Defendants' profits.

23. Therefore, Plaintiffs bring this lawsuit against Defendants on their own behalf and on behalf of all Aggrieved Employees to recover, among other things, attorneys' fees, civil penalties, costs, and expenses.

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FIRST CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698, *ET SEQ.*

(Private Attorneys General Act of 2004)

24. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

25. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees against whom a violation of the same code provision was committed pursuant to the procedures specified in Section 2699.3.

26. Labor Code § 2699(m) provides that civil penalties recovered by Aggrieved Employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35% to the Aggrieved Employees.

27. Plaintiffs and all other non-exempt employees currently or formerly employed by Defendants in California at any time from August 20, 2025 to the present are "Aggrieved Employees" as defined in Labor Code § 2699(c).

28. Defendants' conduct, as alleged herein, violates numerous Labor Code sections, including the following:

(a) Failing to pay all wages to Plaintiffs and other Aggrieved Employees at the correct rate in violation of Labor Code §§ 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198;

(b) Failing to provide compliant meal periods without paying Plaintiffs and other Aggrieved Employees meal period premiums for each day that lawful

meal periods were not provided in violation of Labor Code §§ 226.7 and 512;

(c) Failing to authorize and permit compliant rest breaks without paying Plaintiffs and other Aggrieved Employees rest period premiums for each day that lawful rest periods were not authorized or permitted in violation of Labor Code § 226.7;

(d) Failing to provide accurate itemized wage statements in violation of Labor Code § 226;

(e) Failing to timely pay all wages due during Plaintiffs' and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 201.3, 202, 203, 204, and 210; and

(f) Failing to maintain accurate and complete records showing the hours worked each day by Plaintiffs and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

29. Plaintiffs personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to their PAGA notice.

30. Plaintiffs have exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiffs' own behalf and on behalf of all other Aggrieved Employees under PAGA.

31. Plaintiffs are entitled to recover civil penalties pursuant to Labor Code §§ 210, 558, 1174.5, 1197.1, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

32. Plaintiffs are entitled to recover attorneys' fees pursuant to Labor Code §§ 210, 218.5, and 2699(k)(1).

PRAYER FOR RELIEF

On Plaintiffs' own behalf and on behalf of all other Aggrieved Employees, Plaintiffs pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties pursuant to PAGA;

2. For injunctive relief;

3. For reasonable attorneys' fees and costs of suit and interest, pursuant to Labor Code §§ 210, 218.5, and 2699(k)(1); and

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

Dated: October 26, 2026

ABRAMSON LABOR GROUP

By: _____

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