Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
Bradley Fagnani (SBN 261330)
bradley@setarehlaw.com
Victoria Mas (SBN 365896)
vmas@setarehlaw.com
SETAREH LAW GROUP
420 N. Camden Drive, Suite 100
Beverly Hills, California 90210
Telephone (310) 888-7771
Facsimile (310) 888-0109

Attorneys for Plaintiff DEON BURTON

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

UNLIMITED JURISDICTION

DEON BURTON, on behalf of herself and all other aggrieved employees, and the general public,

Plaintiff,

v.

AMTRUST FINANCIAL SERVICES, a California Stock Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26STCV35381

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

Plaintiff DEON BURTON ("Plaintiff"), on behalf of herself and all other aggrieved employees, and the general public, complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this representative action against defendants AMTRUST FINANCIAL SERVICES, a California Stock Corporation; and DOES 1 through 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that Defendants have

(1) failed to provide Plaintiff and all other aggrieved employees with meal periods;

(2) failed to provide them with rest periods;

(3) failed to properly classify them as non-exempt employees entitled to overtime, meal periods, and rest periods;

(4) failed to pay them premium wages for missed meal and/or rest periods;

(5) failed to pay them at least minimum wage for all hours worked;

(6) failed to pay them overtime wages at the correct rate;

(7) failed to pay them double time wages at the correct rate;

(8) failed to timely pay them all wages due during employment; and

(9) failed to provide them with accurate written wage statements.

Based on these alleged violations, Plaintiff now brings this representative action to recover civil penalties and related relief on behalf of herself, all other aggrieved employees, and the State of California.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction to hear this case because the civil penalties sought by Plaintiff from Defendants exceed the minimal jurisdictional limits of the Superior Court of the State of California.

3. Venue is proper in County of Los Angeles pursuant to Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

PARTIES

4. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant AMTRUST FINANCIAL SERVICES is, and at all relevant times mentioned herein, a California Stock Corporation doing business in the State of California.

6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

8. Plaintiff worked for Defendants as a misclassified exempt employee from approximately September 2013 through the present.

Off-the-Clock Work

9. Plaintiff and other aggrieved employees were not paid all wages earned as Defendants directed, permitted, or otherwise encouraged Plaintiff and other aggrieved employees to perform off-the-clock work.

10. Plaintiff and other aggrieved employees regularly started work before their

scheduled work hours and were not paid for this time. Plaintiff and other aggrieved employees were often expected to work more than eight hours without additional pay.

11. Plaintiff and other aggrieved employees regularly performed work after their scheduled work hours and were not paid for this time. Plaintiff and other aggrieved employees were instructed to continue performing their normal duties after they had already been working for more than eight hours and were not paid for the time spent performing these additional duties.

12. As a result of performing off-the-clock work that was directed, permitted, or otherwise encouraged by Defendants, Plaintiff and other aggrieved employees should have been paid for this time. Instead, Defendants only paid Plaintiff and other aggrieved employees based on the time they were clocked in for their shifts and did not pay Plaintiff and other aggrieved employees for any of the time spent working off-the-clock.

13. Defendants knew or should have known that Plaintiff and other aggrieved employees were performing work before and after their scheduled work shifts and failed to pay Plaintiff and other aggrieved employees for these hours.

14. As a result of Defendants' policies and practices, Plaintiff and other aggrieved employees were not paid for all hours worked.

Misclassification as Exempt Employee

15. Plaintiff and other aggrieved employees were also misclassified as exempt employees when in fact they were non-exempt. Plaintiff and other aggrieved employees regularly worked more than eight hours each workday, and more than forty hours each workweek. Plaintiff and other aggrieved employees were paid a fixed salary regardless of the hours they worked.

16. Plaintiff and other aggrieved employees did not perform duties for more than fifty percent (50%) of their time worked, such that would qualify them to be exempt employees under the Professional, Executive, or Administrative exemptions.

17. Nor were Plaintiff and other aggrieved employees properly classified under the Outside Salesperson exemption as they did not perform their duties away from the employer's place of business for more than fifty percent (50%) of their time worked. The employer's "place of business" is any fixed location, including the salesperson's home, that the salesperson uses as a

place of business. (29 C.F.R. § 541.502, ["Thus, any fixed site, whether home or office, used by a salesperson as a headquarters or for telephonic solicitation of sales is considered one of the employer's place of business, even though the employer is not in any formal sense the owner or tenant of the property."]).

18. Furthermore, Plaintiff and other aggrieved employees did not meet the salary minimum for most exemptions under California law.

19. Accordingly, Plaintiff and other aggrieved employees were entitled to all the protections afforded to them as non-exempt employees under California law.

20. As a result of being misclassified as exempt employees, the time worked by Plaintiff and other aggrieved employees were not accurately recorded by the timekeeping system utilized by Defendants and therefore resulted in the failure to pay Plaintiff and other aggrieved employees for all hours actually worked and overtime compensation.

Missed Meal Periods

21. Plaintiff and other aggrieved employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (3) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

22. As a result of Defendants' policy, Plaintiff and other aggrieved employees were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and other aggrieved employees to work through their meal periods in order to complete their assignments on time.

Missed Rest Periods

23. Plaintiff and other aggrieved employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) imposing so

much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (3) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

24. As a result of Defendants' policy, Plaintiff and other aggrieved employees were regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and other aggrieved employees to work through their rest periods in order to complete their assignments on time.

Wage Statements

25. Plaintiff and other aggrieved employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

26. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages earned" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

27. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked by the employee" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

28. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

29. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

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FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq*.)

30. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

31. During the applicable limitations period, Defendants have violated Labor Code §§ 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, and 1198.

32. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

33. Plaintiff, a current employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

34. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

35. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants' violations of Labor Code §§ 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, and 1198:

i. For violations of Labor Code §§ 226.7, 1194 and 1198, one hundred dollars ($100) for each employee per pay period for each initial violation and two hundred dollars ($200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));

ii. For violations of Labor Code § 204, one hundred dollars ($100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars ($200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was

either willful or intentional, and two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);

iii. For violations of Labor Code § 223, one hundred dollars ($100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

iv. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars ($250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars ($1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

v. For violation of Labor Code §§ 510 and 512, fifty dollars ($50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars ($100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vi. For violations of Labor Code § 1197, one hundred dollars ($100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars ($250) for each aggrieved employee per pay period for each subsequent violation of Labor Code §

1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other aggrieved employees, and the general public, prays for relief and judgment against Defendants as follows:

(1) Declaratory relief;

(2) Pre-judgment interest;

(3) Civil penalties;

(4) Costs of suit;

(5) Reasonable attorneys' fees; and

(6) Such other relief as the Court deems just and proper.

Dated: November 5, 2026

SETAREH LAW GROUP

/s/ Shaun Setareh
SHAUN SETAREH
BRADLEY FAGNANI
VICTORIA MAS
Attorneys for Plaintiff
DEON BURTON