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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JAIME GONZALEZ, as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"), on behalf of the State of California and all other Aggrieved Employees,

Plaintiff,

v.

ORKIN, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26STCV34514

REPRESENTATIVE COMPLAINT FOR CIVIL PENALTIES FOR:

1) Civil Penalties Under the Private Attorneys General Act, Cal. Labor Code § 2698, et seq.

DEMAND FOR JURY TRIAL

Plaintiff JAIME GONZALEZ ("Plaintiff"), as an aggrieved employee and on behalf of the State of California and all other Aggrieved Employees, asserts claims against defendant ORKIN, LLC, a Delaware limited liability company, and DOES 1 through 50, inclusive (collectively "ORKIN" or "Defendant(s)") as follows:

INTRODUCTION

1. This is a representative action for the recovery of civil penalties under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. ("PAGA"), on behalf of Plaintiff, the State of California, and all non-exempt, hourly-paid employees, however titled, who worked for Defendants in the State of California at any time from August 26, 2025 to the conclusion of this action (collectively referred to as the "Aggrieved Employees").

2. During the "relevant time period," defined as the period from August 26, 2025 through the conclusion of this action, Defendants consistently maintained and enforced against the Aggrieved Employees unlawful practices and policies in violation of California state wage and hour laws, including failing to lawfully and accurately pay Plaintiff and the Aggrieved Employees for all hours worked, including minimum wages, on-call wages, and overtime; failing to pay reporting time pay; failing to lawfully provide meal and rest periods; failing to pay one hour of pay at the employee's regular rate of pay when legally mandated meal or rest periods were not lawfully provided; failing to accurately pay overtime; failing to timely pay all wages during employment and upon separation; failing to provide accurate itemized wage statements; failing to keep accurate records; failing to reimburse necessary business expenditures; failing to pay paid sick leave at the proper rate; failing to provide one day's rest in seven; and failing to provide required information at the time of hiring.

3. Defendants implemented uniform policies and practices that deprived Plaintiff and the Aggrieved Employees of earned wages, including minimum wages; on-call wages; straight time wages; overtime wages; reporting time pay; premium wages; and lawful meal and/or rest breaks.

4. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiff, on behalf of himself, the State of California, and all Aggrieved Employees, brings this action pursuant to PAGA to recover civil penalties for Defendants' violations of the California Labor Code, including sections 201, 202, 203, 204, 221, 222, 223, 226(a), 226.7, 246, 510, 512(a), 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, applicable IWC California Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq., together with reasonable attorneys' fees and costs.

5. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699(c)(1) because he was employed by Defendants and personally suffered each of the violations alleged herein during the relevant time period. Plaintiff seeks only civil penalties under PAGA, together with attorneys' fees and costs, as a proxy for the State of California and the LWDA, and does not seek to recover unpaid wages or damages in this action.

JURISDICTION AND VENUE

6. This action is brought as a representative action on behalf of Plaintiff, the State of California, and the Aggrieved Employees pursuant to Labor Code section 2699. The civil penalties sought by Plaintiff exceed the minimum jurisdictional limits of the California Superior Court and will be established according to proof at trial.

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

8. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Labor Code, Section 2699.

9. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is either a resident of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself 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. Defendants have done and are doing business throughout California.

10. The unlawful acts alleged herein have a direct effect on Plaintiff and the other Aggrieved Employees within Los Angeles County and it is believed that Defendants have employed over one hundred Aggrieved Employees as non-exempt employees throughout the state.

11. There is no basis for federal jurisdiction over this action. The State of California, the real party in interest in this PAGA representative action, is not a "citizen" for purposes of diversity jurisdiction, and civil penalties sought under PAGA may not be aggregated to satisfy the amount in controversy requirement. Urbino v. Orkin Services of California, Inc. (9th Cir. 2013) 726 F.3d 1118, 1122-1123. A PAGA representative action is likewise not a class action within the meaning of the Class Action Fairness Act of 2005. Baumann v. Chase Investment Services Corp. (9th Cir. 2014) 747 F.3d 1117, 1122-1124. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, and the California Civil Code.

12. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, and the acts or omissions alleged herein took place in this County.

PARTIES

13. Plaintiff Jaime Gonzalez is and during the relevant time period has been, a resident of Los Angeles County, California. Plaintiff is, and during the relevant time period has been, employed by Defendants as an hourly-paid, non-exempt employee in the position of Termite Inspector, based out of Defendants' North Hollywood, California location.

14. Plaintiff and the Aggrieved Employees were employed by Defendants as non-exempt, hourly-paid employees, however titled, in the State of California during the relevant time period. The Aggrieved Employees include, without limitation, termite inspectors, pest control technicians, service technicians, and other non-exempt employees who provided pest and

termite inspection, treatment, control, customer service, and sales services for Defendants in California.

15. Defendant Orkin, LLC, is a Delaware limited liability company in good standing that is authorized to do business throughout the State of California. Orkin, LLC's headquarters are located at 2170 Piedmont Road NE, Atlanta, GA 30324. Orkin, LLC operates in California from numerous locations. Orkin, LLC provides pest control services.

16. Whenever in this complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

17. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

18. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants as alleged herein.

19. Plaintiff is further informed and believes, and thereon alleges, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also

be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

20. During the relevant time, Plaintiff and the Aggrieved Employees were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the Labor Code and IWC Wage Order No. 4-2001, 5-2001, and/or such other IWC Wage Order(s) as may be found applicable to Defendants' operations.

21. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

22. Plaintiff is employed as an hourly-paid, non-exempt employee in the position of Termite Inspector. He began his employment with Orkin, LLC in or about February 2024. Plaintiff was compensated on an hourly basis and additionally earned commissions.

23. Plaintiff provided termite inspection services at houses, apartment buildings, and businesses. He also provided customer services, pest control services, and sales services. Plaintiff's job duties included inspecting houses, apartment buildings, and businesses for termites, and performing termite inspection and related services at customer job sites. Plaintiff also answered calls from new and existing Orkin customers and sold them inspection services.

24. All Aggrieved Employees, including Plaintiff, were subject to Defendants' uniform policies and systemic practices as specified herein. Plaintiff was personally subjected to each of the unlawful policies and practices described in this Complaint and personally suffered each of the Labor Code violations alleged herein.

25. The Aggrieved Employees provided pest inspection and pest control services,

termite inspection, termite treatment, and other customer and sales services as non-exempt employees of Defendants throughout the state of California during the relevant time period.

26. Plaintiff and the Aggrieved Employees were not properly compensated for all hours worked, in part because they were frequently required to work off the clock.

27. Plaintiff typically worked five to six days a week, averaging 50 to 60 hours per week.

28. Plaintiff's usual shift was from 8:00 a.m. to 6:00 p.m. or 8:00 a.m. to 4:00 p.m. during slower times.

29. Defendants' policies and practices, dispatch practices, excessive workloads and unrealistic job demands led to the violations set forth herein.

30. By way of example, and not limitation, Defendants scheduled Plaintiff's and the Aggrieved Employees' inspection appointments in consecutive, back-to-back two (2) hour blocks that filled the entirety of their shifts. Because each appointment began almost immediately upon the conclusion of the preceding appointment, and because Plaintiff and the Aggrieved Employees were required to spend substantial additional time traveling between geographically dispersed job sites and dispatch urged Aggrieved Employees not to remain parked or unproductive for any length of time, Defendants' failed to provide an interval of time within which a timely, uninterrupted, duty-free thirty (30) minute meal period or net ten (10) minute rest period could be taken.

31. Defendants' back-to-back scheduling and dispatch practices therefore did not merely discourage the taking of meal and rest periods; as a practical matter, those practices made it nearly impossible for Plaintiff and the Aggrieved Employees to take the meal and rest periods to which they were entitled by law. In order to take a compliant meal or rest period, Plaintiff and the Aggrieved Employees would have been required to arrive late to, shorten, or cancel a scheduled customer appointment, which Defendants' policies, productivity expectations, and commission structure did not permit. Defendants' scheduling and dispatch practices were uniform as to Plaintiff and the Aggrieved Employees and were centrally created, controlled, and

enforced by Defendants.

32. Plaintiff and the Aggrieved Employees were also periodically required to work on-call hours several times a month. Plaintiff and the Aggrieved Employees were not compensated for the time spent on call.

33. Defendants assigned on-call duty to Plaintiff and the Aggrieved Employees on a rotating basis, including during evenings, overnight hours, and weekends. On-call assignments were made unilaterally by Defendants. Plaintiff and the Aggrieved Employees could not decline, refuse, or trade an on-call assignment without Defendants' prior approval, and were subject to discipline for failing to accept or respond to an on-call assignment.

34. While on call, Defendants required Plaintiff and the Aggrieved Employees to remain reachable by telephone at all times, to keep their telephones powered on and continuously monitored, to answer Defendants' dispatch calls and customer calls promptly upon receipt, and to be able to report to a customer job site within a short period of time after being called. Plaintiff and the Aggrieved Employees were further required to remain within Defendants' service territory and within a limited geographic radius of the customer locations to which they could be dispatched, to remain in possession of their service vehicle, tools, and equipment, and to refrain from consuming alcohol or engaging in any other activity that would render them unable to report to a job site immediately upon being called.

35. The restrictions Defendants imposed upon Plaintiff and the Aggrieved Employees during on-call periods substantially limited their ability to use that time effectively for their own purposes. Plaintiff and the Aggrieved Employees could not travel freely, could not reliably attend to family, personal, or social obligations, could not sleep without interruption, and could not make commitments of any kind that could not be abandoned on short notice. On-call calls were frequent, and Plaintiff and the Aggrieved Employees were in fact called in to perform work during on-call periods on a regular basis.

36. By reason of the foregoing, Plaintiff and the Aggrieved Employees remained subject to Defendants' control throughout their on-call periods, and all such on-call time

constituted "hours worked" within the meaning of the applicable IWC Wage Order(s) and the California Labor Code. Defendants were therefore required to compensate Plaintiff and the Aggrieved Employees for all on-call time at no less than the applicable minimum wage and, to the extent such hours caused Plaintiff and the Aggrieved Employees to work in excess of eight (8) hours in a workday or forty (40) hours in a workweek, at the applicable overtime rate. Defendants paid Plaintiff and the Aggrieved Employees no compensation whatsoever for on-call time.

37. When Defendants called Plaintiff and the Aggrieved Employees in to work during an on-call period, Plaintiff and the Aggrieved Employees were required to report for work and did report for work, frequently after having already reported for and completed a scheduled shift earlier in the same workday. On many such occasions, Plaintiff and the Aggrieved Employees were furnished less than two (2) hours of work upon so reporting a second time in the workday. On other occasions, Plaintiff and the Aggrieved Employees were called in on days on which they were not otherwise scheduled to work and were furnished less than half of their usual day's work.

38. Defendants did not pay Plaintiff or the Aggrieved Employees any reporting time pay for these call-ins. At most, Defendants paid Plaintiff and the Aggrieved Employees only for the actual time spent performing the call-in assignment, and in many instances Defendants paid nothing at all.

39. Plaintiff and the Aggrieved Employees were also required to perform work off the clock pre-shift, post-shift, and during purported meal periods. By way of example, and not limitation, Plaintiff and the Aggrieved Employees were required to respond to customer phone calls and inquiries after hours. In addition, Plaintiff and the Aggrieved Employees were required to fill out reports and notes regarding visits and inspections while off the clock. In addition, Plaintiff and the Aggrieved Employees were required to travel between jobs during purported meal periods and while off the clock.

40. Plaintiff is informed and believes that Defendants were aware that Plaintiff and

the Aggrieved Employees were required to work off the clock and did not compensate them for that work.

41. Plaintiff and certain Aggrieved Employees (the "commissioned Aggrieved Employees") earned both an hourly wage and commissions. Plaintiff and the commissioned Aggrieved Employees were paid an hourly wage for a fixed eighty (80) hours every two (2) weeks, regardless of the number of hours actually worked. The commissions were calculated based on the sales tiers reached.

42. Plaintiff and the commissioned Aggrieved Employees regularly and routinely worked in excess of eighty (80) hours in each two (2) week pay period. Because Defendants paid Plaintiff and the commissioned Aggrieved Employees for a fixed eighty (80) hours per two (2) week pay period without regard to the number of hours actually worked, Plaintiff and the commissioned Aggrieved Employees received no compensation whatsoever—neither minimum wages, nor straight time wages, nor overtime wages—for those hours worked in excess of eighty (80) hours in each pay period. By way of example and not limitation, Plaintiff regularly worked approximately 100 to 120 hours in a two (2) week pay period, but was paid for only eighty (80) hours.

43. Plaintiff and the commissioned Aggrieved Employees were paid less than the lawful minimum wage for the hours worked, in part because they were required to work off the clock and also because the hourly wage paid was, when spread over all hours actually worked, less than the lawful minimum wage.

44. In addition, Plaintiff and the Aggrieved Employees frequently worked in excess of eight (8) hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate of time and one-half the employee's regular rate of pay per hour. Plaintiff and the Aggrieved Employees also often worked in excess of twelve (12) hours in one day and/or over eight (8) hours on the seventh day of the workweek, but were not properly paid for such time at a rate of two times the employee's regular rate of pay per hour.

45. Defendants failed to properly calculate Plaintiff's and the Aggrieved Employees'

regular rate of pay because Defendants failed to include all forms of compensation in the regular rate including commissions, incentives, bonuses, and other non-discretionary compensation.

46. Plaintiff and the Aggrieved Employees were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

47. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, dispatch practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally complaint uninterrupted 30-minute meal periods on shifts over five hours and second meal periods on shifts over ten hours as required by law.

48. On information and belief, Plaintiff and the Aggrieved Employees did not waive their rights to meal periods under the law.

49. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal periods.

50. Upon information and belief, Defendant automatically deducted purported meal periods from hours worked by Plaintiff and the Aggrieved Employees regardless of whether the meal period was actually taken, and regardless of whether it was timely, uninterrupted, or duty-free.

51. In addition, Plaintiff and the Aggrieved Employees were required to travel between job sites and to perform other work during purported meal periods, such that any meal period taken was neither duty-free nor uninterrupted.

52. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate the Aggrieved Employees, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

53. Plaintiff is informed and believes, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees

were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

54. To the extent any meal or rest period premiums were paid, Defendants failed to pay them at the correct rate because Defendants did not include all forms of non-discretionary compensation, including commissions, incentives, and bonuses, in the regular rate of compensation.

55. Further, during the relevant time frame, Plaintiff and the Aggrieved Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

56. Defendants maintained and enforced scheduling practices, policies, dispatch practices, and imposed work demands that frequently required Plaintiff and the Aggrieved Employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted.

57. Moreover, Defendants required Plaintiff and the Aggrieved Employees to remain on call and reachable by telephone during any purported rest periods, and to interrupt or forgo rest periods in order to answer and respond to Defendants' dispatch calls and customer calls. An employer may not require its employees to remain on call during rest periods. Any rest period during which Plaintiff and the Aggrieved Employees were required to remain on call, to monitor a telephone, or to remain subject to Defendants' control was not a lawful, compliant rest period, and Defendants were required to pay one (1) additional hour of pay at the regular rate of compensation for each workday on which such a rest period occurred.

58. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff and, on information and belief, did not pay the Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods

were not authorized and permitted.

59. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiff and the Aggrieved Employees in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, the applicable hourly rates, the number of hours worked at each rate, the name and address of the legal entity that is the employer, gross pay and net pay figures, and all deductions from Plaintiff's and the Aggrieved Employees' wage statements. Upon information and belief, Defendants also double counted certain hours and premiums listed on the wage statements. Such actions were and continue to be in violation of the California Labor Code and applicable IWC Wage Orders.

60. Defendants have also made it difficult to determine applicable hourly rates of pay, total hours worked, and account with precision for the unlawfully withheld wages and deductions due to be paid to Aggrieved Employees, including Plaintiff, during the relevant time period because they did not implement and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-provided rest and meal periods owed to employees as required for non-exempt employees by California Labor Code sections 226 and 1174, and applicable California Wage Orders.

61. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and the Aggrieved Employees for all wages owed including minimum wages, straight time wages, on-call wages, reporting time pay, overtime, and meal and rest period premiums, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

62. More than thirty (30) days have elapsed since the separation of employment of those Aggrieved Employees whose employment with Defendants ended during the relevant time

period, and, upon information and belief, the wages owed to them remain unpaid.

63. By paying Plaintiff and the commissioned Aggrieved Employees for a fixed eighty (80) hours per two (2) week pay period while requiring and permitting them to work substantially more hours, and by requiring off-the-clock work and uncompensated on-call time, Defendants secretly paid Plaintiff and the Aggrieved Employees a wage lower than the wage designated by statute and by contract.

64. Defendants required Plaintiff and the Aggrieved Employees to use their personal cellular telephones in the discharge of their job duties, including to remain reachable by Defendants' dispatch at all times while on call, to keep their telephones powered on and continuously monitored, to answer dispatch and customer calls promptly, to respond to customer telephone calls and inquiries after hours, and to communicate with Defendants and customers during the workday. Plaintiff and the Aggrieved Employees also incurred other necessary expenditures in direct consequence of the discharge of their duties, including expenses associated with cellular telephone service and data usage and with the tools, equipment, and supplies required to perform their work. Defendants did not reimburse Plaintiff and the Aggrieved Employees for these necessary expenditures.

65. Defendants failed to pay Plaintiff and the Aggrieved Employees paid sick leave at the proper rate because Defendants failed to take all forms of compensation, including commissions, incentives, bonuses, and other non-discretionary remuneration, into account in calculating the applicable rate. Defendants' failure to record all hours actually worked further caused the sick leave rate to be understated under either calculation method permitted by Labor Code section 246(l).

66. Plaintiff typically worked five to six days per week and, together with the Aggrieved Employees, was additionally assigned mandatory on-call duty on evenings and weekends and was called in to perform work on days on which he was not otherwise scheduled to work. As a result of Defendants' scheduling, on-call, and call-in practices, Plaintiff and the Aggrieved Employees worked more than six days in seven without receiving the day of rest to

which they were entitled, and did not knowingly and voluntarily waive that right.

67. Defendants did not provide Plaintiff and the Aggrieved Employees, at the time of hiring, with a written notice containing all of the information required by Labor Code section 2810.5. In particular, and upon information and belief, Defendants failed to accurately disclose the rate or rates of pay and the basis thereof, including the rates applicable to overtime and to commissioned work, and failed to provide notice of subsequent changes to that information within the time required by Labor Code section 2810.5(b).

68. Plaintiff and the Aggrieved Employees are covered by applicable California IWC Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 et seq.

LABOR CODE VIOLATIONS

VIOLATION OF CAL. LABOR CODE §§ 204, 1182.12, 1194, 1197, 1197.1, AND 1198

Unpaid Minimum Wages

69. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

70. Labor Code section 204 establishes the fundamental right of all employees in the State of California to be paid wages, including minimum wage, straight time and overtime, in a timely fashion for their work.

71. Labor Code section 1194(a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action 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.

72. Labor Code section 1197 provides: The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

73. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer

than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

74. The applicable wage orders and California Labor Code sections 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law.

75. Labor Code section 1197.1 provides that any employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject to a civil penalty of one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid for any initial violation that is intentionally committed, and two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid for each subsequent violation. Plaintiff seeks only the civil penalty under section 1197.1 and does not seek recovery of unpaid wages or liquidated damages in this action.

76. During all relevant periods, the California Labor Code and wage orders required that Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all hours worked.

77. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

78. At all times relevant, Plaintiff and the Aggrieved Employees consistently worked hours for which they were not paid because Defendants frequently required Plaintiff and the Aggrieved Employees to work off the clock.

79. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the Aggrieved Employees were working off the clock and that they should have been paid for this time.

80. In addition, Defendants failed to pay Plaintiff and the Aggrieved Employees the lawful minimum wage for each hour worked as a consequence of its illegal compensation

scheme, under which Defendants paid Plaintiff and the commissioned Aggrieved Employees for a fixed eighty (80) hours per two (2) week pay period without regard to the number of hours actually worked, such that they received no compensation whatsoever for hours worked in excess of eighty (80) hours per pay period, and the hourly wage paid, when spread over all hours actually worked, was less than the applicable minimum wage.

81. Further, as alleged above, the on-call time during which Plaintiff and the Aggrieved Employees remained subject to Defendants' control constituted hours worked under the applicable IWC Wage Order(s), and Defendants failed to pay Plaintiff and the Aggrieved Employees the applicable minimum wage, or any wage at all, for such hours. Defendants also failed to record all hours actually worked, thereby systematically understating compensable time.

82. Defendant's policy and practice of not paying all minimum wages violates California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable wage order.

83. Due to Defendants' violations of the California Labor Code and wage orders, Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is entitled to recover civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k). Plaintiff does not seek to recover unpaid wages under Labor Code section 558.

VIOLATION OF CAL. LABOR CODE §§ 204, 510, 1194, AND 1198

Unpaid Overtime

84. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

85. During all relevant periods, Defendant required Plaintiff and the Aggrieved Employees to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

86. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent wage order required that all work performed by an employee in

excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

87. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff and the Aggrieved Employees to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their regular rate of pay. Upon information and belief, Defendant also failed to properly compensate Plaintiff and the Aggrieved Employees for hours worked in excess of twelve (12) hours in one (1) day, or eight (8) hours on the seventh (7th) day of a workweek.

88. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

89. At all times relevant, Plaintiff and the Aggrieved Employees consistently worked hours for which they were not paid because Plaintiff and the Aggrieved Employees were required to work off the clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40) hours in a workweek and should have been paid at the overtime rate.

90. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the Aggrieved Employees were working off the clock and that they should have been paid for this time.

91. In addition, upon information and belief, Defendants failed to incorporate all forms of compensation, including without limitation commissions, differentials, bonuses, and other incentives, into the regular rate for overtime purposes. As a result, to the extent Defendants

paid any overtime compensation, all such overtime was underpaid.

92. Further, because Defendants paid Plaintiff and the commissioned Aggrieved Employees for a fixed eighty (80) hours per two (2) week pay period regardless of the number of hours actually worked, Defendants paid no overtime whatsoever for the substantial hours worked beyond that fixed figure, including hours worked in excess of eight (8) hours in a workday, forty (40) hours in a workweek, and twelve (12) hours in a workday.

93. As a result, Defendants failed to pay Plaintiff and the Aggrieved Employees earned overtime wages in violation of the law.

94. In addition, Defendants failed to include the on-call hours during which Plaintiff and the Aggrieved Employees remained subject to Defendants' control in the total hours worked used to determine their entitlement to overtime compensation. Had those hours been properly counted, Plaintiff and the Aggrieved Employees would have worked, and were entitled to be compensated for, additional hours in excess of eight (8) hours in a workday and forty (40) hours in a workweek at the applicable overtime rates.

95. Defendants knew or should have known Plaintiff and the Aggrieved Employees were undercompensated as a result of these practices.

96. Due to Defendants' violations of the California Labor Code, Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is entitled to recover civil penalties pursuant to Labor Code sections 558 and 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k). Plaintiff does not seek to recover unpaid wages under Labor Code section 558.

VIOLATION OF CAL. LABOR CODE §§ 226.7, 512(a), AND 1198

Failure to Provide Meal Periods and Pay Meal Period Premiums

97. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

98. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30)

minutes in which the employee is relieved of all of his or her duties, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee.

99. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than ten (10) hours without providing a second meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal break may only be waived by mutual consent, and if the employee did not waive his or her first meal period, and the employee's work day will not exceed twelve hours.

100. During the relevant time period, Defendants failed to provide Plaintiff and the Aggrieved Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a shift.

101. During the relevant time period, Defendants also failed to provide Plaintiff and the Aggrieved Employees timely and uninterrupted second meal periods of not less than thirty (30) minutes on shifts longer than ten hours.

102. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, dispatch practices and procedures, lack of coverage, work demands, and Defendants' policies and practices, Plaintiff and the Aggrieved Employees were not provided with legally required meal periods.

103. By way of example and not limitation, Defendants' practice of scheduling inspection appointments in consecutive, back-to-back two (2) hour blocks, together with the substantial travel time required between job sites, left no interval within Plaintiff's and the Aggrieved Employees' shifts during which a timely, uninterrupted, duty-free thirty (30) minute meal period could be taken. Defendants thereby impeded and discouraged, and as a practical matter made it nearly impossible for, Plaintiff and the Aggrieved Employees to take the meal periods required by Labor Code section 512 and the applicable IWC Wage Order(s).

104. On information and belief, Plaintiff and the Aggrieved Employees did not waive their rights to meal periods under the law.

105. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal periods.

106. Plaintiff and the Aggrieved Employees were not paid one hour of pay at their regular rate for each day that a first or second meal period was not lawfully provided.

107. As a result of the aforementioned conduct, Defendants violated Labor Code sections 226.7, 512(a), and 1198, and section 11 of the applicable IWC Wage Order(s).

108. Pursuant to Labor Code § 226.7, Plaintiff and the Aggrieved Employees were entitled to one (1) hour of premium pay for each day in which a meal period violation occurred. Because meal period premiums constitute wages, Defendants' failure to pay them also resulted in the failure to timely pay wages and the failure to report those wages on itemized wage statements. Naranjo v. Spectrum Security Services, Inc. (2022) 13 Cal.5th 93.

109. As a result of the unlawful acts of Defendants, Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is entitled to recover civil penalties pursuant to Labor Code sections 558 and 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k).

VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 1198

Failure to Authorize and Permit Rest Periods and Pay Rest Period Premiums

110. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

111. Pursuant to the IWC wage orders applicable to Plaintiff's and the Aggrieved Employees' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period…. [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.… Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

112. Labor Code §226.7(a) prohibits an employer from requiring any employee to

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

113. Defendants were required to authorize and permit employees such as Plaintiff and the Aggrieved Employees to take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

114. Despite said requirements of the IWC wage orders applicable to Plaintiff's and the Aggrieved Employees' employment with Defendants, Defendants failed and refused to authorize and permit Plaintiff and the Aggrieved Employees to take lawful, net ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

115. In addition, Defendants' practice of scheduling inspection appointments in consecutive, back-to-back two (2) hour blocks, together with the substantial travel time required between job sites, left no interval within Plaintiff's and the Aggrieved Employees' shifts during which a net ten (10) minute rest period, insofar as practicable in the middle of each work period, could be taken. Defendants' uniform scheduling and dispatch practices thereby operated to deny Plaintiff and the Aggrieved Employees the rest periods mandated by the applicable IWC Wage Order(s).

116. In addition, Defendants' practice of imposing excessive workloads and work demands led to a failure to authorize and permit lawful rest periods.

117. In addition, upon information and belief, Defendants failed to pay for rest period time at the regular rate for commissioned Aggrieved Employees. As such, rest periods were not lawfully authorized and permitted.

118. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay for each day that a rest period violation occurred. On information and belief, the other Aggrieved Employees endured similar violations as a result of Defendants' rest period policies and practices and Defendant did not pay said Aggrieved Employees premium pay as required by law.

119. By their failure to authorize and permit Plaintiff and the Aggrieved Employees to

take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Aggrieved Employees work(ed) in excess of ten (10) hours, and by their failure to provide compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor Code sections 226.7 and 1198 and section 12 of the applicable IWC Wage Order(s).

120. As a result of the unlawful acts of Defendants, Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is entitled to recover civil penalties pursuant to Labor Code sections 558 and 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k).

VIOLATION OF CAL. LABOR CODE §§ 226(a), 1174(d), AND 1198

Failure to Provide Accurate Wage Statements and Keep Accurate Records

121. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

122. Labor Code section 226(a) reads in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee… (4) all deductions… (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee….".

123. Further, the IWC Wage Orders require in pertinent part: Every employer shall

keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded…(5) Total hours worked in the payroll period and applicable rates of pay…."

124. Labor Code section 1174 of the California also requires Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendants have knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged herein, including without limitation by failing to record all hours actually worked, failing to record on-call time, failing to record time worked off the clock, automatically deducting meal periods that were not taken, failing to accurately record meal periods and meal period start and end times, and failing to keep track of all wages earned at the proper rates. Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

125. Defendants have failed to record many of the items delineated in applicable Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174, including by virtue of the fact that each wage statement which failed to accurately compensate Plaintiff and the Aggrieved Employees for all hours worked and for missed and non-provided meal and rest periods, or which failed to include compensation for all minimum wages earned, overtime hours worked, on-call wages, or reporting time pay, was an inaccurate wage statement.

126. On information and belief, Defendants failed to implement and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-provided meal and rest periods owed to employees, as required for non-exempt employees under California Labor Code section 226 and applicable California Wage Orders. In order to determine if they had been paid the correct amount and rate for all hours worked, Plaintiff and the Aggrieved Employees have

been, would have been, and are compelled to try to discover the required information missing from their wage statements and to perform complex calculations in light of the inaccuracies and incompleteness of the wage statements Defendants provided to them.

127. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and still do not furnish each of the Aggrieved Employees with an accurate itemized statement in writing accurately reflecting all of the required information. Specifically, Defendants have also omitted accurate itemizations of total hours worked, all applicable hourly rates and the corresponding number of hours worked at each rate, the name and address of the legal entity that is the employer, all deductions, and gross and net pay from Plaintiff's and the Aggrieved Employees' wage statements. In addition, Defendants have failed to provide accurate itemized wage statements as a consequence of the above-specified violations for failure to accurately pay all wages owed, accurately record all hours worked, and failure to pay meal and rest period premiums as required by law.

128. Moreover, upon information and belief, as a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain accurate records pertaining to the total hours worked for Defendants by the Aggrieved Employees, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

129. Plaintiff and the Aggrieved Employees have suffered injury as a result of Defendants' failure to maintain accurate records for the Aggrieved Employees in that the Aggrieved Employees were not timely provided written accurate itemized statements showing all requisite information, such that the Aggrieved Employees were misled by Defendants as to the correct information regarding various items, including but not limited to the identity of the employer, total hours worked by the employee, gross pay, 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.

130. Defendants' conduct violates Labor Code sections 226(a), 1174(d), and 1198, and section 7 of the applicable IWC Wage Order(s). Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is therefore entitled to recover civil penalties pursuant to Labor Code sections 226.3, 1174.5, and 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k).

VIOLATION OF CAL. LABOR CODE § 1198 AND THE APPLICABLE IWC WAGE ORDER(S)

Failure to Pay Reporting Time Pay

131. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

132. Section 5(A) of the applicable IWC Wage Order(s) provides that each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay.

133. Section 5(B) of the applicable IWC Wage Order(s) further provides that if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, the employee shall be paid for two (2) hours at the employee's regular rate of pay.

134. Pursuant to Labor Code section 1198, it is unlawful to employ persons under conditions of labor prohibited by the applicable IWC Wage Order(s). Defendants' failure to pay reporting time pay as required by section 5 of the applicable IWC Wage Order(s) therefore violates Labor Code section 1198.

135. During the relevant time period, Defendants required Plaintiff and the Aggrieved Employees to report for work, and Plaintiff and the Aggrieved Employees did report for work, on occasions on which Defendants furnished them less than half of their usual or scheduled day's work.

136. In particular, and as alleged above, when Defendants called Plaintiff and the Aggrieved Employees in to work during an on-call period, Defendants required them to report for work a second time in the same workday, and on many such occasions furnished them less than two (2) hours of work upon that second reporting. On other occasions, Defendants called Plaintiff and the Aggrieved Employees in to work on days on which they were not otherwise scheduled to work and furnished them less than half of their usual day's work.

137. Defendants failed and refused to pay Plaintiff and the Aggrieved Employees the reporting time pay required by section 5 of the applicable IWC Wage Order(s) on each such occasion. Defendants instead paid Plaintiff and the Aggrieved Employees, at most, only for the actual hours worked upon reporting, and in many instances paid them nothing at all.

138. Plaintiff alleges this violation in addition to, and in the alternative to, his allegation that on-call time constituted hours worked. To the extent on-call time is determined not to constitute hours worked, Plaintiff and the Aggrieved Employees were nevertheless entitled to reporting time pay each time Defendants called them in to work and furnished them less than the minimum work described above.

139. Defendants' failure to pay reporting time pay was not excused by any of the exceptions set forth in section 5 of the applicable IWC Wage Order(s). Defendants' operations were not interrupted by threats to employees or property, by the recommendation of civil authorities, by a failure of public utilities, or by an Act of God or other cause not within Defendants' control, and Plaintiff and the Aggrieved Employees were not employed on a paid standby basis.

140. Defendants' conduct violates Labor Code sections 204 and 1198 and section 5 of the applicable IWC Wage Order(s). Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k).

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VIOLATION OF CAL. LABOR CODE §§ 221, 222, AND 223

Failure to Pay All Wages Earned at the Designated Wage Rate

141. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

142. Labor Code section 221 makes it unlawful for an employer to collect or receive from an employee any part of wages theretofore paid. Labor Code section 222 makes it unlawful to withhold from an employee any part of a wage agreed upon. Labor Code section 223 provides that where any statute or contract requires an employer to maintain a designated wage scale, it is unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

143. As alleged above, by paying Plaintiff and the commissioned Aggrieved Employees for a fixed eighty (80) hours per two (2) week pay period while requiring and permitting them to work substantially more hours, and by requiring off-the-clock work and uncompensated on-call time, Defendants secretly paid Plaintiff and the Aggrieved Employees a wage lower than the wage designated by statute and by contract.

144. Defendants' conduct violates Labor Code sections 221, 222, and 223. Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is therefore entitled to recover civil penalties pursuant to Labor Code sections 225.5, 558, and 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k).

VIOLATION OF CAL. LABOR CODE § 204

Failure to Timely Pay All Wages During Employment

145. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

146. Labor Code section 204 requires that all wages earned by any person in any employment be due and payable twice during each calendar month, on days designated in advance as regular paydays, and that all wages earned for labor in excess of the normal work period be paid no later than the payday for the next regular payroll period.

147. The wages required by Labor Code sections 226.7, 510, 1194, 1197, and the applicable IWC Wage Order(s), including minimum wages, straight time wages, on-call wages, reporting time pay, overtime wages, and meal and rest period premiums, became due and payable to Plaintiff and each Aggrieved Employee in each pay period in which they were earned. Meal and rest period premiums constitute wages subject to the timely payment requirements of the Labor Code. Naranjo v. Spectrum Security Services, Inc. (2022) 13 Cal.5th 93. As a result of each of the practices alleged herein, Defendants systematically failed to pay these wages when due, in the pay periods in which they were earned.

148. Labor Code section 210(a) provides that, in addition to and entirely independent of any other penalty, every person who fails to pay the wages of each employee as provided in section 204 shall be subject to a penalty of one hundred dollars ($100) for each failure to pay each employee for any initial violation, and two hundred dollars ($200) for each failure to pay each employee for each subsequent violation or any willful or intentional violation, plus twenty-five percent (25%) of the amount unlawfully withheld.

149. Defendants' conduct violates Labor Code section 204. Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k).

VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203

Failure to Timely Pay All Wages Owed Upon Separation of Employment

150. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

151. Labor Code sections 201 and 202 require an employer to pay all wages earned and unpaid immediately upon discharge, and within seventy-two (72) hours of a voluntary separation without notice. Labor Code section 203 provides that if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the employee's wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30)

days. Labor Code section 256 provides for a civil penalty in an amount not exceeding thirty (30) days' pay as waiting time under the terms of section 203.

152. As a direct result of the practices alleged herein—including requiring off-the-clock work, failing to pay for on-call time, failing to pay minimum wages and overtime, failing to properly calculate the regular rate, failing to pay reporting time pay, and failing to pay meal and rest period premiums—Defendants willfully failed to pay Aggrieved Employees whose employment with Defendants ended during the relevant time period all wages earned and unpaid at the time of separation, within the time required by law. More than thirty (30) days have elapsed since the separation of such Aggrieved Employees, and, upon information and belief, those wages remain unpaid.

153. Defendants' conduct violates Labor Code sections 201, 202, and 203. Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k).

VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802

Failure to Reimburse Necessary Business Expenditures

154. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

155. Labor Code sections 2800 and 2802 require an employer to indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Section 9 of the applicable IWC Wage Order(s) requires employers to provide and maintain tools and equipment required to perform the job. An employer must reimburse employees who are required to use their personal cellular telephones for work-related calls. Cochran v. Schwan's Home Service, Inc. (2014) 228 Cal.App.4th 1137.

156. As alleged above, Defendants required Plaintiff and the Aggrieved Employees to use their personal cellular telephones in the discharge of their job duties, including while on call

and after hours, and Plaintiff and the Aggrieved Employees incurred other necessary expenditures in direct consequence of the discharge of their duties, including cellular telephone service and data usage and the tools, equipment, and supplies required to perform their work. Defendants did not reimburse Plaintiff and the Aggrieved Employees for these necessary expenditures.

157. Defendants' conduct violates Labor Code sections 2800 and 2802 and section 9 of the applicable IWC Wage Order(s). Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k).

VIOLATION OF CAL. LABOR CODE § 246

Failure to Pay Paid Sick Leave at the Proper Rate

158. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

159. Labor Code section 246 provides that an employee who works in California for the same employer for thirty (30) or more days within a year from the commencement of employment is entitled to paid sick days. Labor Code section 246(l) provides that paid sick time for nonexempt employees shall be calculated either in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek, or by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior ninety (90) days of employment.

160. As alleged above, Defendants failed to pay Plaintiff and the Aggrieved Employees paid sick leave at the proper rate because Defendants failed to take commissions, incentives, bonuses, and other non-discretionary remuneration into account in calculating the applicable rate, and because Defendants' failure to record all hours actually worked caused the sick leave rate to be understated under either permitted calculation method.

161. Defendants' conduct violates Labor Code section 246. Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is therefore entitled to recover civil penalties pursuant to Labor Code sections 248.5 and 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k).

VIOLATION OF CAL. LABOR CODE §§ 551, 552, AND 1198

Failure to Provide One Day's Rest in Seven

162. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

163. Labor Code sections 551 and 552 provide that every person employed in any occupation of labor is entitled to one day's rest therefrom in seven, and that no employer shall cause his employees to work more than six days in seven.

164. As alleged above, as a result of Defendants' scheduling, on-call, and call-in practices, Plaintiff and the Aggrieved Employees worked more than six days in seven without receiving the day of rest to which they were entitled, and did not knowingly and voluntarily waive that right.

165. Defendants' conduct violates Labor Code sections 551, 552, and 1198, and section 3 of the applicable IWC Wage Order(s). Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k).

VIOLATION OF CAL. LABOR CODE § 2810.5

Failure to Provide Required Information at the Time of Hiring

166. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

167. Labor Code section 2810.5 requires an employer, at the time of hiring, to provide each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing, among other things, the rate or

rates of pay and the basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime; the regular payday; the name, address, and telephone number of the employer; the employer's workers' compensation insurance carrier; and the employee's rights regarding paid sick leave. Labor Code section 2810.5(b) requires the employer to notify employees in writing of any changes to that information within seven (7) calendar days after the time of the changes.

168. As alleged above, Defendants did not provide Plaintiff and the Aggrieved Employees with all of the information required by Labor Code section 2810.5 at the time of hiring, including an accurate disclosure of the rate or rates of pay and the basis thereof, including the rates applicable to overtime and to commissioned work, and failed to provide notice of subsequent changes to that information within the time required by law.

169. Defendants' conduct violates Labor Code section 2810.5. Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, is therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a) and (f), together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k).

FIRST CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CAL. LABOR CODE § 2698, ET SEQ.

(By Plaintiff, on Behalf of the State of California and the Aggrieved Employees, Against All Defendants)

170. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

171. PAGA permits an aggrieved employee to bring a civil action on behalf of himself, other current or former employees, and the State of California to recover civil penalties for violations of the Labor Code that would otherwise be assessed and collected by the LWDA. Labor Code § 2699(a).

172. Labor Code section 2699(c)(1) defines an "aggrieved employee" as any person

who was employed by the alleged violator and personally suffered each of the violations alleged during the period prescribed under Labor Code section 2699.3. Plaintiff is an aggrieved employee because he was employed by Defendants during the relevant time period and personally suffered each of the Labor Code violations alleged herein. The other Aggrieved Employees were likewise employed by Defendants during the relevant time period, and violations of the same provisions were committed against them.

173. On August 26, 2026, Plaintiff gave written notice by online submission to the LWDA, and by certified mail to Defendants, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support each alleged violation, in accordance with Labor Code section 2699.3. Plaintiff paid the filing fee required by Labor Code section 2699.3.

174. More than sixty-five (65) days have passed since the postmark date of Plaintiff's notice, and the LWDA has not provided notice that it intends to investigate the alleged violations. Defendants have not cured the alleged violations. Plaintiff has therefore satisfied the administrative prerequisites of Labor Code section 2699.3 and may commence this civil action to recover civil penalties pursuant to Labor Code section 2699.

175. This action is timely because it seeks civil penalties for violations occurring within one (1) year prior to the date of Plaintiff's notice to the LWDA, through the conclusion of this action, plus any period during which the statute of limitations is tolled pursuant to Labor Code section 2699.3.

176. Plaintiff seeks to recover the PAGA civil penalties through a representative action as permitted by PAGA and Arias v. Superior Court (2009) 46 Cal.4th 969. Class certification of the PAGA claim is not required.

177. Pursuant to Labor Code section 2699(a), Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees, seeks civil penalties for Defendants' violations of the following provisions of the Labor Code and the applicable IWC Wage Order(s), as alleged herein:

a. Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, for failure to pay at least the minimum wage for all hours worked, including off-the-clock and on-call time;

b. Labor Code sections 510, 1194, and 1198, for failure to pay all overtime wages and failure to pay overtime at the correct regular rate of pay;

c. Labor Code sections 226.7, 512(a), and 1198, for failure to provide lawful meal periods and to pay meal period premiums;

d. Labor Code sections 226.7 and 1198, for failure to authorize and permit lawful rest periods and to pay rest period premiums;

e. Labor Code section 1198 and section 5 of the applicable IWC Wage Order(s), for failure to pay reporting time pay;

f. Labor Code sections 221, 222, and 223, for failure to pay all wages earned at the designated wage rate;

g. Labor Code section 204, for failure to timely pay all wages during employment;

h. Labor Code sections 201, 202, and 203, for failure to timely pay all wages owed upon separation of employment;

i. Labor Code section 226(a), for failure to provide accurate itemized wage statements;

j. Labor Code sections 1174(d) and 1198, for failure to keep accurate payroll and time records;

k. Labor Code sections 2800 and 2802, for failure to reimburse necessary business expenditures;

l. Labor Code section 246, for failure to pay paid sick leave at the proper rate;

m. Labor Code sections 551 and 552, for failure to provide one day's rest in seven; and

n. Labor Code section 2810.5, for failure to provide required information at the time of hiring.

178. Plaintiff seeks civil penalties for Defendants' violations of Labor Code provisions for which a civil penalty is specifically provided, including, without limitation, the following:

a. Pursuant to Labor Code section 210, for violations of Labor Code section 204, a civil penalty of one hundred dollars ($100) for each failure to pay each employee for any initial violation, and two hundred dollars ($200) for each failure to pay each employee for each subsequent violation or any willful or intentional violation, plus twenty-five percent (25%) of the amount unlawfully withheld;

b. Pursuant to Labor Code section 225.5, for violations of Labor Code sections 221, 222, and 223, a civil penalty of one hundred dollars ($100) for each failure to pay each employee for any initial violation, and two hundred dollars ($200) for each failure to pay each employee for each subsequent violation or any willful or intentional violation, plus twenty-five percent (25%) of the amount unlawfully withheld;

c. Pursuant to Labor Code section 226.3, for violations of Labor Code section 226(a), a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation;

d. Pursuant to Labor Code section 256, for violations of Labor Code sections 201, 202, and 203, a civil penalty in an amount not exceeding thirty (30) days' pay as waiting time;

e. Pursuant to Labor Code section 558, for violations of Labor Code sections 510, 512, 551, and 552 and any provision regulating hours and days of work in any order of the Industrial Welfare Commission, a civil penalty of fifty dollars ($50) for each underpaid employee for each pay period for

which the employee was underpaid for any initial violation, and one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation. Plaintiff does not seek to recover unpaid wages under Labor Code section 558;

f. Pursuant to Labor Code section 1174.5, for violations of Labor Code section 1174(d), a civil penalty of five hundred dollars ($500); and

g. Pursuant to Labor Code section 1197.1, for violations of Labor Code sections 1182.12, 1194, and 1197, a civil penalty of one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid for any initial violation that is intentionally committed, and two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid for each subsequent violation.

179. For violations of Labor Code provisions for which a civil penalty is not specifically provided, Plaintiff seeks the civil penalties provided by Labor Code section 2699(f), in the amount of one hundred dollars ($100) for each aggrieved employee per pay period for each violation, and two hundred dollars ($200) for each aggrieved employee per pay period where the requirements for an enhanced penalty under Labor Code section 2699 are met, including where Defendants' conduct was malicious, fraudulent, or oppressive.

180. Pursuant to Labor Code section 2699, civil penalties recovered in this action are to be distributed sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the aggrieved employees.

181. Pursuant to Labor Code section 2699(k), Plaintiff is entitled to an award of reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, the State of California, and the Aggrieved

Employees, prays for judgment against Defendants, jointly and severally, as follows:

On the First Cause of Action

(Civil Penalties Under the Private Attorneys General Act)

1. For civil penalties pursuant to Labor Code section 2699(a) and (f), according to proof, for Defendants' violations of Labor Code sections 201, 202, 203, 204, 221, 222, 223, 226(a), 226.7, 246, 510, 512(a), 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and the applicable IWC Wage Order(s);

2. For civil penalties pursuant to Labor Code sections 210, 225.5, 226.3, 248.5, 256, 558, 1174.5, and 1197.1, according to proof;

3. For reasonable attorneys' fees and costs of suit pursuant to Labor Code section 2699(k);

4. For interest as permitted by law; and

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

DEMAND FOR JURY TRIAL

Plaintiff respectfully demands a jury trial on all issues so triable.

Respectfully submitted,

EMPLAW, LLP

Dated: November 2, 2026

Christina M. Lucio, Esq.
Mitchell J. Murray, Esq.

Attorneys for Plaintiff JAIME GONZALEZ, as an aggrieved employee, on behalf of the State of California and all other Aggrieved Employees