

September 9, 2026

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to the below listed Defendants)

SPECIALIST STAFFING SERVICES, INC.

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SPECIALIST STAFFING SERVICES, INC.

909 Fannin Street

Houston, TX 77010

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Re: Labor Code § 2699 Penalties

Matthew Hardin v. Specialist Staffing Services, Inc., et al.

LWDA Case No.:

Gentlepersons:

This office represents Plaintiff Matthew Hardin (“Plaintiff”) and other aggrieved employees (collectively “Aggrieved Employees”) for the violation of California Labor Code §§ 201, 202, 203, 204, 226, 510, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff wishes to bring a representative action on behalf of himself and the State of California against Defendants Specialist Staffing Services, Inc., a Delaware corporation; and DOES 1 through 50 inclusive (defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Orange County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide



claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Defendant Specialist Staffing Services, Inc. (“Specialist Staffing Services”) provides professional staffing solutions and connects candidates with job opportunities in a variety of specialties for temporary and contract work. SPECIALIST STAFFING SERVICES employs Plaintiff and Class members in Orange County, and throughout California and conducts business throughout California by providing employee staffing services to businesses. According to their website,

“Specialist Staffing group is the global STEM workforce consultancy. Since 1986, we’ve been pure-play specialists in STEM, building a global team of 2,700+ people across 11 countries who understands the goals of STEM professionals and the organizations that rely on them.”

Relevant Facts

The Plaintiff and Aggrieved Employees were employed by Defendants as non-exempt employees. Plaintiff MATTHEW HARDIN has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants’ facilities and offices in California. Plaintiff worked for Defendants as a Quality Control Inspector with job duties that included receiving and processing of medical device components to ensure precision instruments are properly calibrated, verifying dimensions of components, documenting the processes, and sending the components to the engineering department.

Plaintiff is also informed and believes that there are other aggrieved employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Specifically, Defendants failed to compensate for all hours worked and at the applicable hourly rates. Aggrieved Employees were not paid all wages they were owed, including for all work performed (resulting in “off the clock” work) and for all overtime hours worked. Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate overtime rates. Specifically, Plaintiff and the Employees were forced to work off-the-clock. For example, Plaintiff and the Aggrieved Employees performed off-the-clock work due to interrupted and missed meal and rest periods. Employees also worked off-the-clock by answering work-related text messages and phone calls when not clocked in for work.

Defendants required Plaintiff and Class members to use an app on their personal cell phones to keep track of their time. The time worked was rounded from the actual clock in time to the scheduled time, resulting in unpaid time. As a result, Plaintiff and the Class members worked



substantial overtime hours during their employment with Defendants for which they were not compensated, in violation of the California Labor Code and applicable IWC Wage Orders.

Defendants did this, upon information and belief, in connection with other Employees in a concerted effort to limit and restrict overtime incurred by Plaintiff and the other . However, given the off the clock work and issues with meal periods and their timing (discussed below), Plaintiff generally worked beyond eight hours in a shift. As a result of the above-described off the clock work, Defendants failed to pay Plaintiff and Aggrieved Employees overtime for finishing tasks at the end of work shifts, which Defendants did not record in timekeeping.

Plaintiff was therefore not paid for all his hours worked at the required minimum, overtime and double time wage rates due to Defendants' policy and practice of requiring him to work off the clock and without pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies, which Defendants required them to follow, and endured similar violations at Defendants' hands as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants required and the actual hours Plaintiff worked or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By editing time records or requiring Plaintiff and the Aggrieved employees to clock in and out for time periods showing less hours than were actually worked or reflecting compliant meal periods that were not provided, and by failing to pay for all hours worked, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226 and 1174.

Therefore, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid Plaintiff and the Aggrieved Employees bonuses, shift differentials and/or other forms of remuneration above and beyond their hourly pay, including bonuses masquerading as commissions, upon information and belief, Defendants miscalculated and therefore underpaid any overtime they paid during these pay periods by failing to include all forms of remuneration in the regular rate used to calculate and pay overtime.



Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required first and second meal periods, and their first, second, and third required rest breaks. The many and different work demands from managers did not permit those working to take their required breaks or complete all required work within the scheduled times.

The above described off the clock work and failure to pay for all hours worked also contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the applicable IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

Defendants also failed to schedule rest breaks and meal periods and failed to ensure there was adequate staffing so that Employees could take proper meal periods and rest breaks. Due to the volume of work and demands from managers, Plaintiff and Aggrieved Employees were often unable to take an uninterrupted timely meal period before the start of the fifth hour of work. Plaintiff was constantly interrupted by Defendants' management during his meal and rest periods which denied Plaintiff compliant uninterrupted meal and rest periods. Moreover, on days when Employees worked beyond ten hours, Defendants failed to provide them with an opportunity to take a second meal period or a third rest breaks. Even when Plaintiff was able to receive a timely first meal period or able to take both rest breaks, these would be interrupted by phone calls, texts, and/or group chat messages he received on his mobile phone from managers and work personnel regarding work-related matters. Defendants' unlawful communications often compelled Plaintiff and Aggrieved Employees to cut their meal periods and rest breaks short to complete urgent work tasks at the expense of their breaks. Additionally, Defendants prohibited Plaintiff and Aggrieved Employees from leaving Defendants' premises during work hours preventing Plaintiff and Aggrieved Employees from being free of all duty during their breaks. Upon information and belief, Defendants failed to compensate Plaintiff and the Aggrieved Employees for the time they were under control of Defendants during their meal periods and rest breaks. Additionally, Defendants failed to record meal periods taken by the Aggrieved Employees.

When it came time for a meal period or break, Plaintiff had to ensure that he had completed all his work in a timely manner. Often, the volume of work was so heavy was that it would be impossible for Plaintiff to finish his tasks on time if he took all his required rest breaks. Likewise, due to fast paced nature of the work, Plaintiff was on occasion unable to take a meal period until after his fifth hour of work. On work shifts when Plaintiff typically worked more than ten (10) hours, he was not provided a second meal period or third rest break. Even when Plaintiff was able to take rest breaks or was able to take a timely meal period, his meal periods and rest breaks would be interrupted by phone calls, texts, and/or group chat messages from his supervisors and peers. These communications routinely required that Plaintiff cut his meal periods and rest breaks short to respond to them. Therefore, even when Plaintiff and Aggrieved Employees were provided with timely meal periods and rest breaks, these would frequently be interrupted by work-related calls, texts, or messages which they had to respond to. Accordingly,



Defendants' practices and policies often resulted in late and/or interrupted meal periods and missed and/or interrupted rest breaks.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Orders and Labor Code. Defendants did not have a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to the Plaintiff and the other Aggrieved Employees. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants or otherwise remain under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and duty-free 30-minute meal break. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have either failed to maintain required records of when meal periods were actually provided or failed to produce them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided.

Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Aggrieved Employees were unable to take off duty breaks or were otherwise not provided with the opportunity to take required meal breaks due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Defendants also failed to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten-minute rest breaks for every four hours of shift work, or major fraction thereof. There were similar issues with the required net ten-minute rest breaks: Plaintiff and the Aggrieved Employees were not authorized and permitted to take as with meal periods. The work demands placed upon Plaintiff, and the unlawful rounding of and failure to pay for all their hours worked, also manifested in Defendants' failure to authorize and permit duty-free, net ten-minute rest periods.

Due to the off the clock work addressed above, rest periods were often provided late and were untimely, or Plaintiff and the Aggrieved Employees were required to work through their breaks or remain under Defendants' control during them. Therefore, the job requirements and duties required of Plaintiff and the Aggrieved Employees manifested in a failure to authorize and permit Aggrieved Employees to take all their required rest breaks. Plaintiff and the other



similarly situated Aggrieved Employees were either not authorized and permitted the opportunity to take a rest break, or were required to remain under Defendants' control during them or otherwise had them impermissibly shortened.

Defendants' policies and practices thus systematically deny and denied Plaintiff and the Aggrieved Employees full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods. Employers must permit and authorize employees to take off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks or receiving them late or shortened.

Plaintiff and the Aggrieved Employees were therefore not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also effectively prevented from leaving the premises during rest breaks under Defendants' policies and practices.

Defendants have also consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, unlawful rounding, failure to pay all overtime or pay it at the correct rate, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders.

Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked by Plaintiff and the Aggrieved Employees. Additionally, Plaintiff was not issued a wage statement by SPECIALIST STAFFING SERVICES on a weekly basis with his paycheck, nor did the name of the on-sight employer appear on wage statements provided by SPECIALIST STAFFING SERVICES. The Defendants, a staffing agency, thus failed to provide Plaintiff and upon information and belief, Aggrieved Employees, with accurate itemized wage statements with each paycheck covering that pay period. More specifically, Defendants failed to comply with the requirements of Labor Code § 226(a) for items that must be included on wage statements issued to temporary employees, and upon information and belief also failed to comply with Labor Code § 201.3 by failing to timely pay all wages and failing to list all required items of information on wage statements provided to employees. Moreover, the address of SPECIALIST STAFFING SERVICES is not the same on



the Plaintiff's and Aggrieved Employees' wage statement as set forth on the California Secretary of State Website. Additionally, Plaintiff was not provided with the opportunity to review his timekeeping records for accuracy and to ensure that he was being paid correctly. Upon information and belief, the other similarly situated Aggrieved Employees endured similar violations and confusion at Defendants' hands.

Defendants have thus also failed to comply with Labor Code § 226(a), and Labor Code § 201.3, by failing to issue any wage statements and by issuing wage statements that inaccurately reported total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among all the other requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, as addressed above. Therefore, from at least four years prior to filing this lawsuit and continuing to the present, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws. In view of the above addressed violations, Defendants have also failed to pay all wages owed to Plaintiff and the Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204 or timely under Labor Code § 201.3.

Therefore, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wage for all time worked as required by California Law. Additionally, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight (8) hours a day and/or forty (40) hours a week and double-time rates for all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Moreover, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws. Defendants have consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage and hour laws.

Defendants have failed to reimburse Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, but not limited to, the cost of personal



cell phone usage, costs for mileage and use of employee personal automobiles, and the costs office supplies, and equipment, which were necessary to perform their duties under Defendants' employ and which were used throughout the course of Employees' duties under Defendants' employ in violation of Labor Code § 2802.

Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. Upon information and belief, Plaintiff did not receive his final wages until 2 days after his termination.

Plaintiff and Aggrieved Employees complain of the following violations:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working off the clock by being discouraged from and failure to take all rest and meal periods and answering work-related text messages and phone calls. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Plaintiff and the Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved



Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week as addressed in detail above due to the off-the-clock work. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of eight hours a day or forty in a week. Defendants failed to compensate for all hours worked and at the applicable hourly rates for regular rate, overtime, and double-time pay. Moreover, the uncompensated time, discussed above including off-the-clock work by Aggrieved Employees, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Order provisions.

Defendants had a consistent policy of not paying Employees wages for all hours worked including time Employees were consistently required to work off-the-clock in excess of their eight-hour shift by (1) waiting in line to clock in amongst many employees with only 2 clocks available; (2) waiting in line to clock back in after meal periods; and (3) answering work-related text messages and phone calls. Furthermore, the uncompensated time included the time Employees worked off-the-clock during meal and rest periods as a result of Defendants' high demand from clients. Therefore, Employees were often not properly compensated, nor were they paid overtime rates for all hours worked in excess of eight hours in a given day, and/or forty hours in a given week.

In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194 (and the relevant orders of the Industrial Welfare Commission). Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).



Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond to job requirements.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties



against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, personal cell phone usage, costs for mileage and use of employee personal automobiles, and the costs office supplies, and equipment, which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. Here, SPECIALIST STAFFING SERVICES as a temporary employer failed to pay Aggrieved Employees once per week.

Defendants failed to provide accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants necessarily failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all overtime hours worked or at the correct rate of pay and for providing deficient meal and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as



alleged above.

As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages and overtime, as discussed above. As a result, the wage statements failed to accurately list the total hours worked and the applicable hourly rates.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e), Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3 which provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226." To the extent that Labor Code § 226.3 applies, Plaintiff also seeks such penalties on behalf of herself and the other Aggrieved Employees.

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages and overtime, Defendants failed to timely pay direct Aggrieved Employees wages on a semimonthly basis and Defendants failed to pay their temporary employees on a weekly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.



Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working off the clock by being discouraged from and failure to take all rest and meal periods and answering work-related text messages and phone calls. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under § 204, Defendants systematically violated Labor Code § 226.

Given the above described off-the-clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulting in further systematic and ongoing violations of Labor Code § 204. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees, and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194.

In failing to pay Aggrieved Employees minimum wages and overtime and off the clock work, by failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, discussed herein, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).



Failure to Keep Records In Accordance With Labor Code § 1174

Section 1174 requires employers to keep records showing payroll records and the hours worked daily by and the wages paid to employees. Failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, and by not recoding meal period start and end times, as discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal and rest period, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages fur and owed to Aggrieved Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California under Labor Code § 203. For example, Plaintiff was terminated and was not paid his final wages on the day of his termination. When Plaintiff did receive his final wages, days later, Defendants failed to pay waiting time penalties. Plaintiff's final wages also did not include wages owed for the off-the-clock work discussed above. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558 and penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).



Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 226, 510, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) **Wage Claims:** For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(b) **Meal and Rest Period Claims:** For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) **Inaccurate Wage Statements and Failure to Maintain Records:** For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to



maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to “a 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) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1);

(e) Failure to Reimburse Business Expenses: For Defendants’ failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1); and

(f) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).

We are constrained to move forward with the filing of this complaint, alleging the causes of action discussed herein, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Specialist Staffing Services, Inc. and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants’ employment practices in accordance with the Act.

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Wherefore we request that you advise us, by certified mail within sixty (60) days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended complaint.

Regards,

D.LAW, INC.

A handwritten signature in black ink that reads "Roman Shkodnik".

Roman Shkodnik

Jean Hopkins Power

Enclosures:

Cc: Specialist Staffing Services, Inc. by Certified Mail

Roman Shkodnik, Esq. (SBN 285152)
Jean Hopkins Power, Esq. (SBN 326509)
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Attorneys for Plaintiff MATTHEW HARDIN,
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MATTHEW HARDIN, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

SPECIALIST STAFFING SERVICES, INC.,
a Delaware corporation; and DOES 1 through
50, inclusive

Defendants.

Case No.

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Violation of Labor Code § 226(a);
6. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5
7. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
8. Penalties Pursuant to Labor Code § 203;
and
9. Violation of Business & Professions Code
§ 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff MATTHEW HARDIN, (hereinafter “Plaintiff”) on behalf of himself and all
2 others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all similarly situated current
6 and former employees within the State of California who, at any time four (4) years prior to the
7 filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants
8 SPECIALIST STAFFING SERVICES, INC., a Delaware corporation; and DOES 1 through 50
9 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
10 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
11 orders of the Industrial Welfare Commission (IWC), and California Business & Professions Code,
12 and seeks redress.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in Tustin, California. Plaintiff and the other Class
16 members worked for Defendants in Orange County and throughout California and consistently
17 worked at Defendants’ behest without being paid all wages due. More specifically, Plaintiff and
18 the other similarly situated Class members were employed by Defendants and worked at
19 Defendants’ offices and other facilities where the conduct giving rise to the allegations in this
20 Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by
21 Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the sa
22 me policies and practices, and (3) endured similar violations at the hands of Defendants as the
23 other Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
25 while remaining under Defendants’ control before and after being on the clock for their daily work
26 shift. Defendants failed to provide Plaintiff and Employees with lawful meal and rest periods, as
27 employees were not provided with the opportunity to take timely, uninterrupted, and duty-free
28 meal and rest periods as required by the Labor Code. Further, Defendants thus failed to pay

1 Plaintiff and the Class members for all hours worked, and provided them with inaccurate wage
2 statements that prevented Plaintiff and the Class from learning of these unlawful pay practices.

3 THE PARTIES

4 A. The Plaintiff

5 4. Plaintiff MATTHEW HARDIN has resided in California and during the time
6 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
7 within the State of California at Defendants' facilities and offices in California. Plaintiff worked
8 for Defendants as a Quality Control Inspector with job duties that included receiving and
9 processing of medical device components to ensure precision instruments are properly calibrated,
10 verifying dimensions of components, documenting the processes, and sending the components to
11 the engineering department.

12 B. The Defendants

13 5. Defendant SPECIALIST STAFFING SERVICES, INC., ("SPECIALIST
14 STAFFING SERVICES") is a Delaware corporation, and has been listed on Plaintiff's paystubs.
15 SPECIALIST STAFFING SERVICES employs Plaintiff and Class members in Orange County,
16 and throughout California and conducts business throughout California by providing employee
17 staffing services to businesses. According to their website,

18 "Specialist Staffing group is the global STEM workforce consultancy. Since
19 1986, we've been pure-play specialists in STEM, building a global team of
20 2,700+ people across 11 countries who understands the goals of STEM
21 professionals and the organizations that rely on them."

22 6. The true names and capacities, whether individual, corporate, associate, or
23 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
24 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
25 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
26 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
27 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
28 this Complaint to reflect the true names and capacities of the Defendants designated herein as

Does 1 through 50 when their identities become known.

7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Orange County and Defendants maintain and operate company offices and facilities in Orange County and employ Plaintiff and other Class members in Orange County and throughout California.

FACTUAL BACKGROUND

9. The Employees who comprise the Class, including Plaintiff, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate overtime rates. Specifically, Plaintiff and the Employees were forced to work off-the-clock. For example, Employees performed off-the-clock work due to interrupted and missed meal and rest periods. Employees also worked off-the-clock by answering work-related text messages and phone calls when not clocked in for work.

1 10. As a result Plaintiff and the Class members worked shifts over eight (8) hours in a
2 day and over forty (40) hours in a work week, but they were not paid at the appropriate overtime
3 rate for all such hours, including by being required to perform work duties and tasks without pay
4 and while off-the-clock which caused overtime to begin accruing before it did in Defendants'
5 timekeeping and payroll systems.

6 11. Defendants required Plaintiff and Class members to use an app on their personal
7 cell phones to keep track of their time. The time worked was rounded from the actual clock in
8 time to the scheduled time, resulting in unpaid time. As a result, Plaintiff and the Class members
9 worked substantial overtime hours during their employment with Defendants for which they were
10 not compensated, in violation of the California Labor Code and applicable IWC Wage Orders.

11 12. During the course of Plaintiff and the Class members' employment with
12 Defendants, they were not paid all wages they were owed, including for all work performed and
13 for all overtime hours worked and were forced to work during their meal and rest breaks to keep
14 labor budgets low.

15 13. As a matter of Company culture, Plaintiff and the Class members were required to
16 work during their meal breaks which were not compensated by Defendants in violation of the
17 California Labor Code. Plaintiff and the Class members were also not paid regular wages and
18 overtime for the time they were required to comply with other requirements imposed upon them,
19 which they had to complete while working through their meal breaks and without compensation.

20 14. As a result of the above described off the clock work, and the other wage violations
21 they endured at Defendants' hands, Plaintiff and the Class members were not properly paid for all
22 wages earned and for all wages owed to them by Defendants, including when working more than
23 eight (8) hours in any given day and/or more than forty (40) hours in any given week. As a result
24 of Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime
25 hours worked for which they were not adequately and completely compensated, in addition to the
26 hours they were required to work off the clock. To the extent applicable, Defendants also failed to
27 pay Plaintiff and the Class members at an overtime rate of 1.5 times the regular rate for the first
28 eight hours of the seventh consecutive work day in a week and overtime payments at the rate of 2

1 times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as
2 required under the Labor Code, applicable IWC Wage Orders.

3 15. Defendants did this, upon information and belief, in connection with other
4 Employees in a concerted effort to limit and restrict overtime incurred by Plaintiff and the other
5 Class members. However, given the off the clock work and issues with meal periods and their
6 timing (discussed below), Plaintiff generally worked beyond eight hours in a shift. As a result of
7 the above-described off the clock work, Defendants failed to pay Plaintiff and Class members
8 overtime for finishing tasks at the end of work shifts, which Defendants did not record in
9 timekeeping.

10 16. Plaintiff was therefore not paid for all his hours worked at the required
11 minimum, overtime and double time wage rates due to Defendants' policy and practice of
12 requiring him to work off the clock and without pay. With work shifts generally scheduled for
13 eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Class members
14 working past eight hours on a shift, which required that they be paid at the correct overtime rate
15 of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Class
16 members by failing to pay them at the required overtime rates for all hours over eight in a work
17 shift or over forty in a work week, and all hours over twelve in a day at the required double time
18 rate. Upon information and belief, the Class members were bound by similar scheduling and
19 work policies, which Defendants required them to follow, and endured similar violations at
20 Defendants' hands as Plaintiff.

21 17. Defendants have either failed to maintain timekeeping records for Plaintiff that
22 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants
23 required and the actual hours Plaintiff worked or have otherwise declined to produce them to
24 Plaintiff in response to a timely and lawful request. By editing time records or requiring Plaintiff
25 and the Class member to clock in and out for time periods showing less hours than were actually
26 worked or reflecting compliant meal periods that were not provided, and by failing to pay for all
27 hours worked, Defendants have committed knowing and intentional ongoing violations of the
28 record keeping requirements under the Labor Code §§ 226 and 1174.

1 18. Therefore, from at least four years prior to the filing of this lawsuit and
2 continuing to the present, Defendants had a consistent policy or practice of failing to pay
3 Employees for all hours worked and failing to pay minimum wages for all time worked, as
4 required by California law. Also, from at least four years prior to the filing of this lawsuit and
5 continuing to the present, Defendants had a consistent policy or practice of failing to pay
6 Employees overtime compensation at premium overtime rates for all hours worked in excess of
7 eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess
8 of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC
9 Wage Orders. To the extent Defendants paid Plaintiff and the Class members bonuses, shift
10 differentials and/or other forms of remuneration above and beyond their hourly pay, including
11 bonuses masquerading as commissions, upon information and belief, Defendants miscalculated
12 and therefore underpaid any overtime they paid during these pay periods by failing to include all
13 forms of remuneration in the regular rate used to calculate and pay overtime.

14 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
15 continuing to the present, Defendants have regularly required Employees to work shifts in excess
16 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
17 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
18 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
19 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
20 Defendants failed to provide or deficiently provided.

21 20. Defendants also failed to provide Plaintiff and the Class members with their
22 required first and second meal periods, and their first, second, and third required rest breaks. The
23 many and different work demands from managers did not permit those working to take their
24 required breaks or complete all required work within the scheduled times. The above described
25 off the clock work and failure to pay for all hours worked also contributed to Defendants’
26 common policy of failing to provide lawful meal periods to Plaintiff and the Class members, as
27 required under the Labor Code and Paragraph 11 of the applicable IWC Wage Order(s).
28 Defendants similarly systematically failed to authorize and permit Plaintiff and the employee

1 Class Members to take all required 10-minute rest breaks, as required under the Labor Code and
2 Paragraph 12 of the IWC Wage Order(s).

3 21. Defendants also failed to schedule rest breaks and meal periods and failed to
4 ensure there was adequate staffing so that Employees could take proper meal periods and rest
5 breaks. Due to the volume of work and demands from managers, Plaintiff and Class members
6 were often unable to take an uninterrupted timely meal period before the start of the fifth hour of
7 work. Plaintiff was constantly interrupted by Defendants' management during his meal and rest
8 periods which denied Plaintiff compliant uninterrupted meal and rest periods. Moreover, on days
9 when Employees worked beyond ten hours, Defendants failed to provide them with an
10 opportunity to take a second meal period or a third rest breaks. Even when Plaintiff was able to
11 receive a timely first meal period or able to take both rest breaks, these would be interrupted by
12 phone calls, texts, and/or group chat messages he received on his mobile phone from managers
13 and work personnel regarding work-related matters. Defendants' unlawful communications often
14 compelled Plaintiff and Class members to cut their meal periods and rest breaks short to complete
15 urgent work tasks at the expense of their breaks. Additionally, Defendants prohibited Plaintiff and
16 Class Members from leaving Defendants' premises during work hours preventing Plaintiff and
17 Class Members from being free of all duty during their breaks. Upon information and belief,
18 Defendants failed to compensate Plaintiff and the Class members for the time they were under
19 control of Defendants during their meal periods and rest breaks. Additionally, Defendants failed
20 to record meal periods taken by the Class Members.

21 22. When it came time for a meal period or break, Plaintiff had to ensure that he had
22 completed all his work in a timely manner. Often, the volume of work was so heavy was that it
23 would be impossible for Plaintiff to finish his tasks on time if he took all his required rest breaks.
24 Likewise, due to fast paced nature of the work, Plaintiff was on occasion unable to take a meal
25 period until after his fifth hour of work. On work shifts when Plaintiff typically worked more
26 than ten (10) hours, he was not provided a second meal period or third rest break. Even when
27 Plaintiff was able to take rest breaks or was able to take a timely meal period, his meal periods
28 and rest breaks would be interrupted by phone calls, texts, and/or group chat messages from his

1 supervisors and peers. These communications routinely required that Plaintiff cut his meal
2 periods and rest breaks short to respond to them. Therefore, even when Plaintiff and Class
3 members were provided with timely meal periods and rest breaks, these would frequently be
4 interrupted by work-related calls, texts, or messages which they had to respond to. Accordingly,
5 Defendants' practices and policies often resulted in late and/or interrupted meal periods and
6 missed and/or interrupted rest breaks.

7 23. Defendants thus failed to provide all the legally required unpaid, off-duty meal
8 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
9 members, as required by the applicable Wage Orders and Labor Code. Defendants did not have a
10 policy or practice which provided or recorded all the legally required unpaid, off-duty meal
11 periods and all the legally required paid, off-duty rest periods to the Plaintiff and the other Class
12 members. Plaintiff and other Class members were required to perform work as ordered by
13 Defendants or otherwise remain under Defendants' control for more than five hours during a shift,
14 or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and
15 duty-free 30-minute meal break. Additionally, as addressed above, Defendants followed a practice
16 of requiring off the clock work in a manner that would impact when Employees were to receive
17 meal periods and rest breaks, thus leading to further violations.

18 24. As a result, Defendants' failure to provide Plaintiff and the Class members with
19 all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
20 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have
21 either failed to maintain required records of when meal periods were actually provided or failed to
22 produce them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate
23 and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of
24 wages at each Employee's effective hourly rate of pay, for each meal period or rest break that
25 Defendants failed to provide or deficiently provided.

26 25. Therefore, for at least four years prior to the filing of this action and through to
27 the present, Plaintiff and the Class members were unable to take off duty breaks or were otherwise
28 not provided with the opportunity to take required meal breaks due to Defendants' policies and

1 practices. On the occasions when Plaintiff and the Class members were provided with a meal
2 period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were
3 not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or
4 more of the following manners:

- 5 (a) Class members were not provided full thirty-minute duty free meal periods
6 for work days in excess of five hours and were not compensated one hour's
7 wages in lieu thereof, all in violation of, among others, Labor Code §§
8 226.7, 512, and the applicable Industrial Welfare Commission Wage
9 Order(s);
- 10 (b) Class members were not provided second full thirty-minute duty free meal
11 periods for work days in excess of ten hours;
- 12 (c) Class members were required to work through at least part of their daily
13 meal period(s);
- 14 (d) Meal periods were provided after five hours of continuous work during a
15 shift; and
- 16 (e) Class members were restricted in their ability to take thirty-minute meal
17 period, or were otherwise required to remain under Defendant's control.

18 26. Defendants also failed to authorize and permit Plaintiff and the Class members to
19 take duty-free, net ten minute rest breaks for ever four hours of shift work, or major fraction
20 thereof. There were similar issues with the required net ten-minute rest breaks Plaintiff and the
21 Class members were not authorized and permitted to take as with meal periods. The work
22 demands placed upon Plaintiff, and the unlawful rounding of and failure to pay for all their hours
23 worked, also manifested in Defendants' failure to authorize and permit duty-free, net ten-minute
24 rest periods.

25 27. Due to the off the clock work addressed above, rest periods were often provided
26 late and were untimely, or Plaintiff and the Class members were required to work through their
27 breaks or remain under Defendants' control during them. Therefore, the job requirements and
28 duties required of Plaintiff and the Class members manifested in a failure to authorize and permit

1 Class members to take all their required rest breaks. Plaintiff and the other similarly situated
2 Class members were either not authorized and permitted the opportunity to take a rest break, or
3 were required to remain under Defendants' control during them or otherwise had them
4 impermissibly shortened.

5 28. Defendants' policies and practices thus systematically deny and denied Plaintiff
6 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
7 periods. Employers must permit and authorizes employees to take off-duty rest periods. That is,
8 during rest periods employers must relieve employees of all duties and relinquish control over
9 how employees spend their time. Plaintiff and the Class members were and are under Defendants'
10 control when they are working through rest breaks or receiving them late or shortened.

11 29. Plaintiff and the Defendants' Employees in the Class were therefore not authorized
12 and permitted to take lawful rest periods, were systematically required by Defendants to work
13 through or during breaks, and were not provided with one hour's wages in lieu thereof. They
14 were required to remain on-duty during breaks or portions of their breaks, thus making them
15 either untimely or shortened and on-duty, and they were also effectively prevented from leaving
16 the premises during rest breaks under Defendants' policies and practices. Rest period violations
17 therefore arose in one or more of the following manners:

- 18 (a) Class members were required to work without being provided a minimum
19 ten minute rest period for every four hours or major fraction thereof
20 worked and were not compensated one hour of pay at their regular rate of
21 compensation for each workday that a rest period was not provided;
- 22 (b) Class members were not authorized and permitted to take timely rest
23 periods for every four hours worked, or major fraction thereof; and
- 24 (c) Class members were required to remain on-duty and perform work tasks or
25 remain under Defendants' control during rest periods or otherwise had
26 their rest periods interrupted by work demands.

27 30. As a result of the above described illegal policies and practices, Defendants
28 engaged in and enforced the following additional unlawful practices and policies against

1 Plaintiff and the Class members he seeks to represent:

- 2 (a) failing to pay all wages owed to Class members who either were
- 3 discharged, laid off, or resigned in accordance with the requirements of
- 4 Labor Code §§ 201, 202, 203;
- 5 (b) failing to pay all wages owed to the Class members twice monthly in
- 6 accordance with the requirements of Labor Code § 204;
- 7 (c) failing to pay Class members all wages owed, including all meal and rest
- 8 period premium wages;
- 9 (d) failing to maintain accurate records of Class members' earned wages and
- 10 meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7
- 11 of the applicable IWC Wage Orders; and
- 12 (e) failing to produce timekeeping records in response to Plaintiff's timely and
- 13 lawful request to receive them under these authorities.

14 31. From at least four years prior to the filing of this lawsuit, and continuing to the
15 present, Defendants have also consistently failed to provide Employees with timely, accurate, and
16 itemized wage statements, in writing, as required by California wage-and-hour laws, including by
17 the above-described requirement of off the clock work, unlawful rounding, failure to pay all
18 overtime or pay it at the correct rate, and failure to pay premium wages for unprovided or
19 otherwise unlawful meal and rest breaks. Defendants have also made it difficult to account with
20 precision for the unlawfully withheld wages and meal and rest period compensation owed to
21 Plaintiff and the Class, during the liability period, because they did not implement and preserve a
22 record-keeping method as required for non-exempt employees by California Labor Code §§ 226,
23 1174(d), and paragraph 7 of the applicable California Wage Orders.

24 32. Upon information and belief, time clock punches were not maintained or were
25 not accurately maintained for work shifts and meal periods, which were automatically presumed
26 by Defendants to have been lawfully provided when they were not. Defendants also failed to
27 accurately record and pay for all regular and overtime hours worked by Plaintiff and the Class
28 members. Additionally, Plaintiff was not issued a wage statement by SPECIALIST STAFFING

SERVICES on a weekly basis with his paycheck, nor did the name of the on-sight employer appear on wage statements provided by SPECIALIST STAFFING SERVICES. The DEFENDANTS, a staffing agency, thus failed to provide Plaintiff and upon information and belief, Class members, with accurate itemized wage statements with each paycheck covering that pay period. More specifically, Defendants failed to comply with the requirements of Labor Code § 226(a) for items that must be included on wage statements issued to temporary employees, and upon information and belief also failed to comply with Labor Code § 201.3 by failing to timely pay all wages and failing to list all required items of information on wage statements provided to employees. Moreover, the address of SPECIALIST STAFFING SERVICES is not the same on the Plaintiff's and Class members' wage statement as set forth on the California Secretary of State Website. Additionally, Plaintiff was not provided with the opportunity to review his timekeeping records for accuracy and to ensure that he was being paid correctly. Upon information and belief, the other similarly situated Class members endured similar violations and confusion at Defendants' hands.

33. Defendants have thus also failed to comply with Labor Code § 226(a), and Labor Code § 201.3, by failing to issue any wage statements and by issuing wage statements that inaccurately reported total hours worked and total wages earned by Plaintiff and the Class members, along with the appropriate applicable rates, among all the other requirements. Plaintiff and Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Class members. Upon information and belief, Defendants also failed to provide Employees such as Plaintiff with written notice complying with all the requirements of Labor Code § 2810.5.

34. Defendants also required Plaintiff and the Class members to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty

1 meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work
2 conducted on a work shift and a workday, as addressed above. Therefore, from at least four years
3 prior to filing this lawsuit and continuing to the present, Defendants have also followed a uniform
4 and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated
5 Employees at the time of their termination or within seventy-two hours of their resignation, as
6 required by California wage-and-hour laws. In view of the above addressed violations, Defendants
7 have also failed to pay all wages owed to Plaintiff and the Class members twice monthly in
8 accordance with the requirements of Labor Code § 204 or timely under Labor Code § 201.3.

9 35. Therefore, from at least four (4) years prior to the filing of this lawsuit and
10 continuing to the present, Defendants had a consistent policy or practice of failing to pay
11 Employees for all hours worked and failing to pay minimum wage for all time worked as required
12 by California Law.

13 36. Additionally from at least four (4) years prior to the filing of this lawsuit and
14 continuing to the present, Defendants had a consistent policy or practice of failing to pay
15 Employees overtime compensation at premium overtime rates for all hours worked in excess of
16 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
17 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
18 sections of IWC Wage Orders.

19 37. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
20 continuing to the present, Defendants have consistently failed to keep accurate time and wage
21 records as required by California wage-and-hour laws.

22 38. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
23 continuing to the present, Defendants have consistently failed to provide Employees with timely,
24 accurate, and itemized wage statements as required by California wage-and-hour laws. Plaintiff
25 was not paid his final pay on the day of his termination. Specifically, the wage statements given
26 to Employees by Defendants failed to accurately account for wages, overtime, and premium pay
27 for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should
28 have known were owed to Employees, as alleged hereinabove. The wage statements provided to

1 Employees were confusing and required Employees to engage in discovery and refer to outside
2 sources to verify whether their pay was correct and potentially resulting in a miscalculation by the
3 Employees.

4 39. From at least four (4) years prior to the filing of the lawsuit and continuing to the
5 present, Defendants have consistently failed to provide Employees with timely, accurate, and
6 itemized wage statements, in writing, as required by California wage and hour laws.

7 40. From at least four (4) years prior to the filing of this lawsuit and continuing to the
8 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
9 performance of their job duties for Defendants including, but not limited to, the cost of personal
10 cell phone usage, costs for mileage and use of employee personal automobiles, and the costs office
11 supplies, and equipment, which were necessary to perform their duties under Defendants' employ
12 and which were used throughout the course of Employees' duties under Defendants' employ in
13 violation of Labor Code § 2802.

14 41. From at least four (4) years prior to filing this lawsuit and continuing to the present,
15 Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at
16 the time of their termination of within seventy-two (72) hours of their resignation, as required by
17 California wage-and-hour laws. Upon information and belief, Plaintiff did not receive his final
18 wages until 2 days after his termination.

19 42. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
20 Code §§ 201, 202, 203, 204, 226, 226.7, 510, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197,
21 1198, 1199, and 2802, and applicable provisions of the IWC Wage Orders.

22 43. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
23 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
24 enjoyed from their violations of Labor Code.

25 **CLASS ALLEGATIONS**

26 44. Plaintiff brings this class action on behalf of himself, and all others similarly
27 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as
28 follows: "All individuals employed by Defendants, at any time within four (4) years of the filing

1 of this lawsuit, as non-exempt, hourly employees within the State of California.

2 45. Further, plaintiff seeks to represent the following Subclasses composed of and
3 defined as follows:

4 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
5 compensated for all hours worked for Defendants at the applicable minimum wage.

6 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
7 compensated for all hours worked for Defendants at the required rates of pay, including for all
8 hours worked in excess of eight in a day and/or forty in a week.

9 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
10 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
11 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

12 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
13 Defendants' policy and/or practice of failing to authorize and permit Employees to take
14 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
15 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

16 e. Subclass 5. Wage Statement Subclass. All Class members who, within the
17 applicable limitations period, were not provided with accurate itemized wage statements.

18 f. Subclass 6. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
19 members who were subject to Defendants' policy and practice of not timely paying all wages
20 earned when they were due and payable at least twice monthly.

21 g. Subclass 7. Failure to Timely Pay Wages Weekly Subclass. All Class members
22 who were subject to Defendants' policy and practice of not timely paying all wages earned when
23 they were due and payable at least weekly.

24 h. Subclass 8. Payroll Records Subclass. All Class members who were subject to
25 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
26 by California wage-and-hour laws.

27 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures Subclass.
28 All Class members who were subject to Defendants failing to reimburse for expenses necessarily

1 incurred in the performance of Employees job duties for Defendants which were necessary to
2 perform their duties under Defendants' employ.

3 j. Subclass 10. Termination Pay Subclass. All Class members who, within the
4 applicable limitations period, either voluntarily or involuntarily separated from their employment
5 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
6 termination.

7 k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a
8 result of Defendants' business acts and practices, to the extent such acts and practices are found to
9 be unlawful, deceptive, and/or unfair.

10 46. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
11 modify the class description with greater particularity or further division into subclasses or
12 limitation to particular issues.

13 47. This action has been brought and may properly be maintained as a class action
14 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
15 of interest in litigation and proposed class is easily ascertainable.

16 **A. Numerosity**

17 48. The potential members of the class as defined are so numerous that joinder of all
18 the member of the class is impracticable. While the precise number of class member has not been
19 determined at this time, Plaintiff is informed and believes that, during the time period relevant to
20 this lawsuit, Defendants employed more than 100 individuals within the State of California.

21 49. Accounting for employee turnover during the relevant time period increases this
22 number substantially. Plaintiff alleges that Defendants' employment records will provide
23 information as to the number and location of all class members.

24 **B. Commonality**

25 50. There are questions of law and fact common to the class that predominate over any
26 questions affecting only individual class members. These common questions of law and fact
27 include:

28 a. Whether Defendants failed to pay Employees minimum wages;

- 1 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 2 c. Whether Defendants failed to pay Employees overtime as required under Labor
- 3 Code § 510;
- 4 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
- 5 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
- 6 premium pay in lieu thereof;
- 7 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
- 8 Orders, by failing to provide Employees with requisite rest breaks or premium pay
- 9 in lieu thereof;
- 10 f. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
- 11 wages earned at least twice monthly;
- 12 g. Whether Defendants violated Labor Code § 201.3 by failing to pay Employees all
- 13 wages earned at least weekly;
- 14 h. Whether Defendants violated Labor Code § 226(a);
- 15 i. Whether Defendants failed to keep accurate time and wage records;
- 16 j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
- 17 wages and compensation due and owing at the time of termination of employment;
- 18 k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 19 l. Whether Employees are entitled to equitable relief pursuant to Business and
- 20 Professions Code § 17200 *et seq.*

21 **C. Typicality**

22 51. The claims of the named plaintiff are typical of those of the other Employees.

23 Employees all sustained injuries and damages arising out of and caused by Defendant's common

24 course of conducts in violation of statutes, as well as regulations that have the force and effect of

25 law, as alleged herein.

26 **D. Adequacy of Representation**

27 52. Plaintiff will fairly and adequately represent and protect the interest of Employees.

28 Counsel who represents Employees are experienced and competent in litigating employment class

actions.

E. Superiority of Class Action

53. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

54. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

55. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

56. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working off the clock by being discouraged from and failure to take all rest and meal periods and answering work-related text messages and phone calls. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

57. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

1 The minimum wage for employees fixed by the commission is the
2 minimum wage to be paid to employees, and the payment of a less
3 wage than the minimum so fixed is unlawful.

4 58. The applicable minimum wages fixed by the commission for work during the
5 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
6 therefore entitled to double the minimum wage during the relevant period.

7 59. The minimum wage provisions of California Labor Code are enforceable by private
8 civil action pursuant to California Labor Code § 1194(a) which states:

9 Notwithstanding any agreement to work for a lesser wage, any
10 employee receiving less than the legal minimum wage or the legal
11 overtime compensation applicable to the employee is entitled to
12 recover in a civil action the unpaid balance of the full amount of
13 this minimum wage or overtime compensation, including interest
14 thereon, reasonable attorney's fees and costs of suit.

15 60. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
16 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

17 61. California Labor Code § 1194.2 also provides for the following remedies:

18 In any action under Section 1194 . . . to recover wages because of
19 the payment of a wage less than the minimum wages fixed by an
20 order of the commission, an employee shall be entitled to recover
21 liquidated damages in an amount equal to the wages unlawfully
22 unpaid and interest thereon.

23 62. Defendants have the ability to pay minimum wages for all time worked and have
24 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
25 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

26 63. Wherefore, Employees are entitled to recover the unpaid minimum wages
27 (including double minimum wages), liquidated damages in an amount equal to the minimum
28 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
29 to California Labor Code § 1194(a).

30 **SECOND CAUSE OF ACTION**

31 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

32 **(Against All Defendants)**

33 64. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 65. By their conduct, as set forth herein, Defendants violated California Labor Code §
3 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
4 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
5 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
6 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
7 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
8 (8) hours on any seventh day of work in a workweek.

9 66. Defendants had a consistent policy of not paying Employees wages for all hours
10 worked including time Employees were consistently required to work off-the-clock in excess of
11 their eight-hour shift by (1) waiting in line to clock in amongst many employees with only 2
12 clocks available; (2) waiting in line to clock back in after meal periods; and (3) answering work-
13 related text messages and phone calls. Furthermore, the uncompensated time included the time
14 Employees worked off-the-clock during meal and rest periods as a result of Defendants' high
15 demand from clients. Therefore, Employees were often not properly compensated, nor were
16 they paid overtime rates for all hours worked in excess of eight hours in a given day, and/or forty
17 hours in a given week.

18 67. Defendants' failure to pay compensation in a timely fashion also constituted a
19 violation of California Labor Code § 204, which requires that all wages shall be paid
20 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
21 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
22 and overtime compensation earned by Employees. Each such failure to make a timely payment of
23 compensation to Employees constitutes a separate violation of California Labor Code § 204.

24 68. Employees have been damaged by these violations of California Labor Code §§
25 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

26 69. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
27 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
28 the full amount of all their unpaid wages and overtime compensation, with interest, plus their

1 reasonable attorneys' fees and costs.

2 **THIRD CAUSE OF ACTION**

3 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

4 **(Against All Defendants)**

5 70. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
6 full herein.

7 71. Employees regularly worked shifts greater than five (5) hours and greater than ten
8 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
9 more than five (5) hours without providing him or her with a meal period of not less than thirty
10 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
11 meal period of not less than thirty (30) minutes.

12 72. Defendants had a common practice and policy of denying Plaintiff and Employees
13 the opportunity to take 30-minute uninterrupted meal periods, in accordance with California Law.
14 Specifically, Plaintiff and Employees were denied meal periods altogether. Moreover, as discussed
15 above, Defendants had a common policy and practice of requiring plaintiff and Employees to
16 complete work-related assignments during meal periods.

17 73. Moreover, Defendants failed to compensate Employees for each meal period not
18 provided or inadequately provided, as required under Labor Code § 226.7.

19 74. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
20 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
21 period not provided or deficiently provided, a sum to be proven at trial.

22 **FOURTH CAUSE OF ACTION**

23 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

24 **(Against All Defendants)**

25 75. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
26 full herein.

27 76. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
28 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of

1 not less than ten (10) minutes for each consecutive four (4) hour shift.

2 77. Defendants have had a common policy and practice of consistently failing to
3 provide Plaintiff and Employees with the opportunity to take paid rest breaks of not less than ten
4 (10) minutes for each consecutive four (4) hour shift. Plaintiff and Employees were required to
5 work through their rest breaks, which were systemically denied due to demanding deadlines.

6 78. Moreover, Defendants did not compensate Employees with an additional hour of
7 pay at each Employee's effective hourly rate for each day that Defendants failed to provide them
8 with adequate rest breaks, as required under Labor Code § 226.7.

9 79. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
10 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
11 worked without the required rest breaks, a sum to be proven at trial.

12 **FIFTH CAUSE OF ACTION**
13 **VIOLATION OF LABOR CODE § 226(a)**
14 **(Against All Defendants)**

15 80. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 81. California Labor Code § 226(a) requires an employer to furnish each of his or her
18 employees with an accurate, itemized statement in writing showing the gross and net earnings,
19 total hours worked, and the corresponding number of hours worked at each hourly rate; these
20 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
21 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
22 statements may be given to the employee separately from the payment of wages; in either case the
23 employer must give the employee these statements twice a month or each time wages are paid.
24 Here, SPECIALIST STAFFING SERVICES, as a temporary employer failed to pay class
25 members once per week.

26 82. Defendants failed to provide Employees with accurate itemized wage statements in
27 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
28 Defendants failed to accurately account for wages and overtime, premium pay for deficient meal

1 and rest periods, and reflected incorrect hours worked due to the failure to compensate off-the-
2 clock work all of which Defendants knew or reasonably should have known were owed to
3 Employees, as alleged hereinabove. The wage statements provided to Employees were thus
4 confusing and required Employees to engage in discovery and refer to outside sources to verify
5 whether their pay was correct, potentially resulting in a miscalculation by the Employees.

6 83. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
7 Employees suffered injuries, including among other things confusion over whether they received
8 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
9 forcing them to make mathematical computations to analyze whether the wages paid in fact
10 compensated them correctly for all hours worked.

11 84. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
12 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
13 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
14 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
15 award of costs and reasonable attorneys' fees.

16 **SIXTH CAUSE OF ACTION**
17 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
18 **AND 1174.5**
19 **(Against All Defendants)**

20 85. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set
21 forth in full herein.

22 86. California Labor Code § 1174 requires that all employers shall keep accurate time
23 and wage records for all employees. California Labor Code § 1174.5 further requires that any
24 employee suffering injury due to a willful violation of the aforementioned obligations may seek
25 damages, including civil penalties, from the employer.

26 87. During the course of Plaintiff's and Employees' employment, Defendants
27 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
28 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages

1 and overtime as discussed above.

2 88. Accordingly, Defendants are liable for civil penalties pursuant to the California
3 Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

4 **SEVENTH CAUSE OF ACTION**
5 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
6 **IN VIOLATION OF LABOR CODE § 2802**
7 **(Against All Defendants)**

8 89. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set
9 forth in full herein.

10 90. Under Labor Code § 2802(a) an employer must indemnify its employees for all
11 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
12 of his or her duties, or of his or her obedience to the directions of the employer.

13 91. Employees incurred necessary expenditures in the performance of their job duties
14 for Defendants, namely the cost of personal cell phone usage, costs for mileage and use of
15 employee personal automobiles, and the costs office supplies, and equipment, which were
16 necessary to perform their duties under Defendants' employ. From four (4) years prior to the
17 original filing of this lawsuit and continuing to the present, Defendants consistently failed to
18 reimburse Employees for these necessarily incurred business expenses.

19 92. As a result of the unlawful acts of Defendants, Employees have been deprived of
20 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
21 plus interest and penalties thereon, attorneys' fees, and costs.

22 **EIGHTH CAUSE OF ACTION**
23 **VIOLATION OF LABOR CODE § 203**
24 **(Against All Defendants)**

25 93. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 94. Numerous Employees are no longer employed by Defendants; they either quit
28 Defendants' employ or were fired therefrom.

1 95. Defendants failed to pay these Employees all wages due and certain at the time of
2 termination or within seventy-two (72) hours of resignation. For example, Plaintiff was terminated
3 and was not paid wages due at the time of his termination. Plaintiff received payment
4 approximately 2 days later and was not paid waiting time penalties. Plaintiff's final wages paid
5 also failed to include wages for the off-the-clock work discussed above.

6 96. The wages withheld from these Employees by Defendants remained due and owing
7 for more than thirty (30) days from the date of separation of employment.

8 97. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
9 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
10 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
11 to thirty (30) days from the date they were due.

12 **NINTH CAUSE OF ACTION**

13 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

14 **(Against All Defendants)**

15 98. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set
16 forth in full herein.

17 99. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
18 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
19 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
20 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
21 meaning of Code of Civil Procedure § 1021.5.

22 100. Plaintiff is a "person" within the meaning of Business & Professions Code
23 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
24 relief, restitution, and other appropriate equitable relief.

25 101. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
26 business practices.

27 102. Wage-and-hour laws express fundamental public policies. Paying employees their
28 wages and overtime, providing them with meal and rest periods, etc., are fundamental public

1 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
2 to enforce minimum labor standards, to ensure that employees are not required or permitted to
3 work under substandard and unlawful conditions, and to protect law-abiding employers and their
4 employees from competitors who lower costs to themselves by failing to comply with minimum
5 labor standards.

6 103. Defendants have violated statutes and public policies. Through the conduct alleged
7 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
8 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
9 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
10 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
11 guaranteed to all employees under the law.

12 104. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
13 violation of the Business & Professions Code § 17200 *et seq.*

14 105. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
15 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
16 care should have known that their conduct was unlawful; therefore their conduct violates the
17 Business & Professions Code § 17200 *et seq.*

18 106. As a proximate result of the above-mentioned acts of Defendants, Employees have
19 been damaged, in a sum to be proven at trial.

20 107. Unless restrained by this Court, Defendants will continue to engage in such
21 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
22 should make such orders or judgments, including the appointment of a receiver, as may be
23 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
24 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
25 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
26 have unlawfully failed to pay.

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28 //

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient rest period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
7. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
8. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
9. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
10. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204;
11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

12. For damages and civil penalties as appropriate under Labor Code §§ 1198 and 1199 and paragraphs 15 and 20 of the applicable IWC Wage Orders for Defendants' failure to maintain reasonable temperatures in the workplace, as may be proven;

13. For penalties pursuant to Labor Code § 1174.5, as may be proven;

14. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;

15. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;

16. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;

17. For all general, special, and incidental damages as may be proven;

18. For an award of pre-judgment and post-judgment interest;

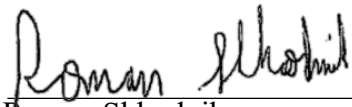
19. For an award providing for the payment of the costs of this suit;

20. For an award of attorneys' fees; and

21. For such other and further relief as this Court may deem proper and just.

DATED: September 9, 2026

D.LAW, INC.

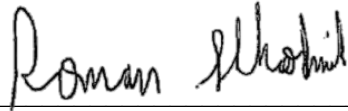
By 
Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff
MATTHEW HARDIN
and the putative class

DEMAND FOR JURY TRIAL

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

DATED: September 9, 2026

D.LAW, INC.

By 

Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff
MATTHEW HARDIN
and the putative class