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SUPERIOR COURT OF THE STATE OF CALIFORNIA**IN AND FOR THE COUNTY OF LOS ANGELES**

SARAH ARREDONDO, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

VENDOR DIRECT SOLUTIONS, LLC, a
California limited liability company; VENDOR
DIRECT CAPITAL SERVICES. LLC, a
California limited liability company; and DOES
1-50, Inclusive,

Defendants.

Case No: 25STCV00317

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

FILEDSuperior Court of California
County of Los Angeles

09/11/2026

David W. Slayton, Executive Officer / Clerk of Court

By: T. Bivins Deputy

- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 9) FAILURE TO PERMIT INSPECTION OF EMPLOYEE RECORDS IN VIOLATION OF CAL. LAB. CODE § 1198.5;
- 10) VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ.]

DEMAND FOR A JURY TRIAL

PLAINTIFF SARAH ARREDONDO (“PLAINTIFF”), an individual, on behalf of herself and all other similarly situated current and former employees, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant VENDOR DIRECT SOLUTIONS, LLC (“Defendant Vendor Direct Solutions”) is a California limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant VENDOR DIRECT CAPITAL SERVICES. LLC (“Defendant Vendor Direct Capital”) is a California limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant Vendor Direct Solutions and Defendant Vendor Direct Capital were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF, by the company PLAINTIFF performed work for respectively, and as these entities each exerted control over the hours, wages and/or working conditions of PLAINTIFF, and are therefore jointly responsible as employers for the conduct alleged herein as “DEFENDANTS.”

4. DEFENDANTS own and operate a facility management services business in California, including in the County of Los Angeles, where PLAINTIFF worked.

1 5. PLAINTIFF was employed by DEFENDANTS in California in August of 2024 as
2 a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
3 periods and payment of minimum and overtime wages due for all time worked.

4 6. PLAINTIFF reserves the right to seek leave to amend this complaint to add new
5 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
6 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

7 7. PLAINTIFF brings this Class Action on behalf of themselves and a California class,
8 defined as all persons who are or previously were employed by Defendant Vendor Direct Solutions
9 and/or Defendant Vendor Direct Capital in California and classified as non-exempt employees (the
10 “CALIFORNIA CLASS”) at any time during the period of January 6, 2021, through March 9, 2026
11 (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the CALIFORNIA
12 CLASS members is under five million dollars (\$5,000,000.00).

13 8. PLAINTIFF brings this Class Action on behalf of themselves and a CALIFORNIA
14 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
15 CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice which failed to lawfully
16 compensate these employees. DEFENDANTS’ uniform policy and practice alleged herein was an
17 unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained and continue
18 to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.
19 PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining
20 such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
21 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS’
22 past and current unlawful conduct, and all other appropriate legal and equitable relief.

23 9. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently
25 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names
26 pursuant to California Civil Procedure Code Section 474. PLAINTIFF will seek leave to amend
27 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,
28 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that

1 information and belief alleges, that the DEFENDANTS named in this Complaint, including
2 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of
3 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

4 10. The agents, servants and/or employees of DEFENDANTS and each of them acting
5 on behalf of DEFENDANTS acted within the course and scope of his, her or its authority as the
6 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct
7 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.
8 Consequently, the acts of each DEFENDANTS are legally attributable to the other DEFENDANTS
9 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of
10 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
11 DEFENDANTS' agents, servants and/or employees.

12 11. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
13 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated
14 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any
15 provision regulating hours and days of work in any order of the Industrial Welfare Commission
16 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code
17 Section 558, at all relevant times.

18 12. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
19 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
20 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any
21 employee a wage less than the minimum fixed by California state law, and as such, are subject to
22 civil penalties for each underpaid employee.

23 13. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
24 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
25 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

26 14. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
27 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other
28

1 members of the CALIFORNIA CLASS who has been economically injured by DEFENDANTS’
2 past and current unlawful conduct, and all other appropriate legal and equitable relief.

3 **JURISDICTION AND VENUE**

4 15. This Court has jurisdiction over this Action pursuant to California Code of Civil
5 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action
6 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
7 DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

8 16. Venue is proper in this Court pursuant to California Code of Civil Procedure,
9 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
10 the CALIFORNIA CLASS across California, including in this county, and committed the wrongful
11 conduct herein alleged in this county against the CALIFORNIA CLASS.

12 **THE CONDUCT**

13 17. In violation of the applicable sections of the California Labor Code and the
14 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
15 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
16 failed to provide legally compliant meal and rest periods, failed to accurately compensate
17 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods,
18 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,
19 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-
20 clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS
21 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members
22 of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay
23 PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular
24 rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS
25 for business expenses, and failed to issue to PLAINTIFF and the other members of the
26 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all
27 applicable hourly rates in effect during the pay periods and the corresponding amount of time
28 worked at each hourly rate. DEFENDANTS’ uniform policies and practices are intended to

1 purposefully avoid the accurate and full payment for all time worked as required by California law
2 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
3 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
4 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

5 **A. Meal Period Violations**

6 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
7 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,
8 meaning the time during which an employee is subject to the control of an employer, including all
9 the time the employee is suffered or permitted to work. From time to time during the CLASS
10 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work
11 without paying them for all the time they were under DEFENDANTS' control. Specifically,
12 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be
13 PLAINTIFFS' off-duty meal break. Indeed, there were many days where PLAINTIFF did not even
14 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members
15 forfeited minimum wage and overtime compensation by regularly working without their time being
16 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
17 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
18 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

19 19. From time to time during the CLASS PERIOD, as a result of their rigorous work
20 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
21 CALIFORNIA CLASS members are from time to time unable to take thirty (30) minute off-duty
22 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
23 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for
24 more than five (5) hours during some shifts without receiving a meal break. Further,
25 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second
26 off-duty meal period for some workdays in which these employees are required by DEFENDANTS
27 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
28 CALIFORNIA CLASS members does not qualify for the limited and narrowly construed "on-duty"

1 meal period exception. When they were provided with meal periods, PLAINTIFF and other
2 CALIFORNIA CLASS members were, from time to time, required to remain on duty and on call.
3 DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with
4 legally required meal breaks is evidenced by DEFENDANTS' business records. As a result of their
5 rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other members
6 of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in
7 accordance with DEFENDANTS' strict corporate policy and practice.

8 **B. Rest Period Violations**

9 20. From time to time during the CLASS PERIOD, PLAINTIFF and other
10 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
11 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
12 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
13 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
14 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
15 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest
16 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
17 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
18 members were, from time to time, required to remain on duty and/or on call. PLAINTIFF and other
19 CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a
20 result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and
21 other CALIFORNIA CLASS members were from time to time denied their proper rest periods by
22 DEFENDANTS and DEFENDANTS' managers.

23 **C. Unreimbursed Business Expenses**

24 21. DEFENDANTS as a matter of corporate policy, practice, and procedure,
25 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
26 and the other CALIFORNIA CLASS members for required business expenses incurred by the
27 PLAINTIFF and other CALIFORNIA CLASS members in direct consequence of discharging their
28 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are

1 required to indemnify employees for all expenses incurred in the course and scope of their
2 employment. California Labor Code Section 2802 expressly states that "an employer shall
3 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
4 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
5 directions of the employer, even though unlawful, unless the employee, at the time of obeying the
6 directions, believed them to be unlawful."

7 22. In the course of their employment, DEFENDANTS required PLAINTIFF and other
8 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
9 phones as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other
10 CALIFORNIA CLASS members were required to use their personal cell phones in order to
11 perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse
12 PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal cell phones.
13 As a result, in the course of their employment with DEFENDANTS, the PLAINTIFF and other
14 CALIFORNIA CLASS members incurred unreimbursed business expenses that included, but were
15 not limited to, costs related to the use of their personal cell phones all on behalf of and for the
16 benefit of DEFENDANTS.

17 **D. Wage Statement Violations**

18 23. California Labor Code Section 226 required an employer to furnish its employees
19 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
20 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
21 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
22 name of the employee and only the last four digits of the employee's social security number or an
23 employee identification number other than a social security number, (8) the name and address of
24 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
25 period and the corresponding number of hours worked at each hourly rate by the employee.

26 24. From time to time during the CLASS PERIOD, when PLAINTIFF and other
27 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed
28 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed

1 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate
2 wage statements which failed to show, among other things, all deductions, the total hours worked
3 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
4 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
5 periods.

6 25. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
7 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
8 California Labor Code Section 226.

9 26. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
10 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,
11 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an
12 unintentional payroll error due to clerical or inadvertent mistake.

13 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

14 27. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
15 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
16 for all hours worked.

17 28. During the CLASS PERIOD, from time-to-time DEFENDANTS required
18 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
19 work, sending and receiving work-related communications and clocking in and out. This resulted
20 in PLAINTIFF and other CALIFORNIA CLASS members having to work while off-the-clock.

21 29. DEFENDANTS directed and directly benefited from the undercompensated off-the-
22 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

23 30. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
24 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
25 members.

26 31. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
27 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
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1 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
2 wages earned and owed for all the work they performed.

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4 32. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
5 employees, subject to the requirements of the California Labor Code.

6 33. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
7 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
8 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
9 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
10 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

11 34. DEFENDANTS knew or should have known that PLAINTIFFS' and the other
12 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

13 35. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
14 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit
15 for the time spent working while off-the-clock, including but not limited to, sending and receiving
16 work-related communications and clocking in and out. DEFENDANTS' uniform policy and
17 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours
18 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

19 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
20 **Redeemed Sick Pay**

21 36. From time to time during the CLASS PERIOD, DEFENDANTS failed and
22 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
23 members for their overtime and double time hours worked, meal and rest period premiums, and
24 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
25 forfeited wages due to them for working overtime without compensation at the correct overtime
26 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
27 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at
28

1 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
2 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

3 37. State law provides that employees must be paid overtime at one-and-one-half times
4 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were
5 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's
6 performance.

7 38. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
8 members' compensation was DEFENDANTS' non-discretionary incentive program that paid
9 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
10 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
11 paid on an hourly basis with bonus compensation when the employees met the various performance
12 goals set by DEFENDANTS.

13 39. However, from time to time, when calculating the regular rate of pay in those pay
14 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
15 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
16 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
17 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
18 rather than just all non-overtime hours worked. Management and supervisors described the
19 incentive/bonus program to potential and new employees as part of the compensation package. As
20 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
21 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in
22 a systematic underpayment of overtime and double time compensation, meal and rest period
23 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
24 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid
25 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
26 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
27 employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated
28 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for

1 purposes of sick pay compensation was in violation of California Labor Code Section 246, the
2 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or
3 204.

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5 40. In violation of the applicable sections of the California Labor Code and the
6 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
7 matter of company policy, practice, and procedure, intentionally and knowingly failed to
8 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
9 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
10 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an
11 unfair advantage over competitors who complied with the law. To the extent equitable tolling
12 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS
13 PERIOD should be adjusted accordingly.

14 **G. Unlawful Deductions**

15 41. DEFENDANTS, from time-to-time, unlawfully deducted wages from
16 PLAINTIFF’S and CALIFORNIA CLASS members’ pay without explanations and without
17 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
18 result, DEFENDANTS violated Labor Code Section 221.

19 **H. Timekeeping Manipulation**

20 42. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
21 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
22 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
23 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
24 and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and
25 unilaterally alter the time recorded in DEFENDANTS’ timekeeping system for PLAINTIFF and
26 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
27 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
28 missed rest breaks.

1 43. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
2 time to time, forfeited time worked by working without their time being accurately recorded and
3 without compensation at the applicable pay rates.

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5 44. The mutability of the timekeeping system also allowed DEFENDANTS to alter
6 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
7 timekeeping system to create the appearance that PLAINTIFF and other members of the
8 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees
9 were not provided an off-duty meal break at all times. This practice is a direct result of
10 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
11 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal
12 breaks.

13 45. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
14 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit
15 for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy and practice
16 to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked
17 in accordance with applicable law is evidenced by DEFENDANTS' business records.

18 **I. Unlawful Rounding Practices**

19 46. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place
20 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
21 CALIFORNIA CLASS members for the actual time these employees worked each day, including
22 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
23 practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being
24 undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in
25 fact unlawfully and unilaterally round the time recorded in DEFENDANTS' timekeeping system
26 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these
27 employees for all their time worked, including the applicable overtime compensation for overtime
28 worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time,

1 forfeited compensation for their time worked by working without their time being accurately
2 recorded and without compensation at the applicable overtime rates.

3 47. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
4 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time
5 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
6 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as
7 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
8 duty meal break.

9 **J. Violations for Untimely Payment of Wages**

10 48. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
11 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
12 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
13 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
14 rest period premium wages within the permissible time period.

15 49. Pursuant to California Labor Code Section 201, "If an employer discharges an
16 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."
17 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his
18 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
19 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
20 entitled to his or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS
21 members were, from time to time, not timely provided the wages earned and unpaid at the time of
22 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
23 and 202.

24 50. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
25 paying all wages due at time of termination for all CALIFORNIA CLASS members whose
26 employment ended during the CLASS PERIOD.

27 **K. Sick Pay Violations**

28 51. California Labor Code Section 246 (a)(1) mandates that "An employee who, on or

1 after July 1, 2015, works in California for the same employer for 30 or more days within a year
2 from the commencement of employment is entitled to paid sick days as specified in this section.”
3 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
4 From time to time, DEFENDANTS failed to have a policy or practice in place to provide
5 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick
6 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to
7 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

8 52. California Labor Code Section 246(i) requires an employer to furnish its employees
9 with written wage statements setting forth the amount of paid sick leave available. From time to
10 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
11 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
12 paid sick leave available.

13 **L. Failure to Provide Personnel Files**

14 53. On September 4, 2024, PLAINTIFF caused a written request via certified mail to be
15 delivered to DEFENDANTS for PLAINTIFF’S personnel and employment records, including but
16 not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4)
17 PLAINTIFF’S complete employment file.

18 54. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
19 personnel records, payroll records, employment contract, and entire employment file within thirty
20 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,
21 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.
22 DEFENDANTS violated California Labor Code Section 1198.5 by failing to respond and provide
23 PLAINTIFF with their employment file. Section 1198.5 states that employees (and former
24 employees) have the right to inspect personnel records maintained by the employer “related to the
25 employee’s performance or to any grievance concerning the employee.” Employers must allow
26 inspection or copying within thirty (30) days of the request. PLAINTIFF is now entitled to and
27 requests injunctive relief to obtain compliance with California Labor Code Section 1198.5, a
28 statutory penalty, and an award of attorneys’ fees and costs for bringing this action.

1 55. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
2 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.
3 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
4 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
5 provide PLAINTIFF with a second off-duty meal period each workday in which they were required
6 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
7 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
8 DEFENDANTS' policy caused PLAINTIFF to remain on-call and on-duty during what was
9 supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
10 without additional compensation and in accordance with DEFENDANTS' strict corporate policy
11 and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to
12 comply with California Labor Code Section 226. Further, DEFENDANTS also failed to reimburse
13 PLAINTIFF for required business expenses related to the personal expenses incurred for the use
14 of their personal cell phone, on behalf of and in furtherance of their employment with
15 DEFENDANTS. Additionally, DEFENDANTS failed to provide and/or make available to
16 PLAINTIFF their personnel records, payroll records, employment contracts, and entire
17 employment file within (30) days of their request on September 4, 2024. To date, DEFENDANTS
18 have not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed
19 to them, or any penalty wages owed to them under California Labor Code Section 203. The amount
20 in controversy for PLAINTIFF individually does not exceed the sum or value of \$75,000.

21 **CLASS ACTION ALLEGATIONS**

22 56. PLAINTIFF brings this Class Action on behalf of themselves, and a California class
23 defined as all persons who are or previously were employed by Defendant Vendor Direct Solutions
24 and/or Defendant Vendor Direct Capital in California and classified as non-exempt employees (the
25 "CALIFORNIA CLASS") at any time during the period of January 6, 2021 through March 9, 2026
26 (the "CLASS PERIOD").

27 57. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
28 deprived of wages and penalties from unpaid wages earned and due, including but not limited to

1 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
2 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
3 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
4 maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and
5 expenses.

6 58. The members of the class are so numerous that joinder of all class members is
7 impractical.

8 59. Common questions of law and fact regarding DEFENDANTS' conduct, including
9 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
10 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
11 regular rate of compensation for missed meal and rest period premiums, failure to provide legally
12 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
13 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
14 overtime, exist as to all members of the class and predominate over any questions affecting solely
15 any individual members of the class. Among the questions of law and fact common to the class are:

- 16 a. Whether DEFENDANTS maintained legally compliant meal period policies and
17 practices;
- 18 b. Whether DEFENDANTS maintained legally compliant rest period policies and
19 practices;
- 20 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
21 members accurate premium payments for missed meal and rest periods;
- 22 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
23 members accurate overtime wages;
- 24 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
25 members at least minimum wage for all hours worked;
- 26 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
27 CLASS members for required business expenses;
- 28 g. Whether DEFENDANTS issued legally compliant wage statements;

- 1 h. Whether DEFENDANTS committed an act of unfair competition by systematically
2 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
3 CLASS for all time worked;
- 4 i. Whether DEFENDANTS committed an act of unfair competition by systematically
5 failing to record all meal and rest breaks missed by PLAINTIFF and other
6 CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit
7 of this work, required employees to perform this work and permits or suffers to
8 permit this work;
- 9 j. Whether DEFENDANTS committed an act of unfair competition in violation of
10 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
11 failing to provide the PLAINTIFF and the other members of the CALIFORNIA
12 CLASS with the legally required meal and rest periods.

13 60. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
14 result of DEFENDANTS’ conduct and actions alleged herein.

15 61. PLAINTIFFS’ claims are typical of the claims of the CALIFORNIA CLASS, and
16 PLAINTIFF has the same interests as the other members of the class.

17 62. PLAINTIFF will fairly and adequately represent and protect the interests of the
18 CALIFORNIA CLASS members.

19 63. PLAINTIFF retained able class counsel with extensive experience in class action
20 litigation.

21 64. Further, PLAINTIFF’S interests are coincident with, and not antagonistic to, the
22 interest of the other CALIFORNIA CLASS members.

23 65. There is a strong community of interest among PLAINTIFF and the members of the
24 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
25 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
26 sustained.

66. The questions of law and fact common to the CALIFORNIA CLASS members predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.

67. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
- b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would, as a practical matter, be dispositive of the interests of the other members not party to the adjudication or substantially impair or impeded their ability to protect their interests.

68. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANTS.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. and Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

69. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

1 70. DEFENDANTS are each a “person” as that term is defined under California
2 Business and Professions Code Section 17021.

3 71. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)
4 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
5 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
6 competition as follows:

7 Any person who engages, has engaged, or proposes to engage in unfair competition
8 may be enjoined in any court of competent jurisdiction. The court may make such
9 orders or judgments, including the appointment of a receiver, as may be necessary to
10 prevent the use or employment by any person of any practice which constitutes unfair
competition, as defined in this chapter, or as may be necessary to restore to any person
in interest any money or property, real or personal, which may have been acquired
by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

11 72. By the conduct alleged herein, DEFENDANTS have engaged and continues to
12 engage in business practices which violate California law, including but not limited to, the
13 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
14 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
15 2802, for which this Court should issue declaratory and other equitable relief pursuant to California
16 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the
17 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

18 73. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair
19 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
20 or substantially injurious to employees, and were without valid justification or utility for which this
21 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
22 Business and Professions Code, including restitution of wages wrongfully withheld.

23 74. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and
24 fraudulent in that DEFENDANTS’ uniform policy and practice failed to provide the legally
25 mandated meal and rest periods and the required amount of compensation for missed meal and rest
26 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
27 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
28 to the applicable California Labor Code and Industrial Welfare Commission requirements in

1 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
2 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
3 Code Section 17203, including restitution of wages wrongfully withheld.

4 75. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
5 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
6 other members of the CALIFORNIA CLASS to be underpaid during their employment with
7 DEFENDANTS.

8 76. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
9 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
10 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
11 required by California Labor Code Sections 226.7 and 512.

12 77. Therefore, PLAINTIFF demands on behalf of themselves and on behalf of each
13 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
14 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
15 workday in which a second off-duty meal period was not timely provided for each ten (10) hours
16 of work.

17 78. PLAINTIFF further demands on behalf of themselves and on behalf of each
18 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
19 not timely provided as required by law.

20 79. By and through the unlawful and unfair business practices described herein,
21 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
22 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and has
23 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment
24 of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly
25 compete against competitors who comply with the law.

26 80. All the acts described herein as violations of, among other things, the Industrial
27 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
28 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and

1 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
2 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

3 81. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
4 and do, seek such relief as may be necessary to restore to them the money and property which
5 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the
6 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
7 business practices, including earned but unpaid wages for all time worked.

8 82. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
9 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and
10 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in
11 any unlawful and unfair business practices in the future.

12 PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
13 and/or adequate remedy at law that will end the unlawful and unfair business practices of
14 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
15 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
16 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
17 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
18 unlawful and unfair business practices.

19 **SECOND CAUSE OF ACTION**

20 **Failure To Pay Minimum Wages**

21 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

22 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

23 83. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
25 Complaint.

26 84. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
27 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
28

1 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay
2 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

3 85. Pursuant to California Labor Code Section 204, other applicable laws and
4 regulations, and public policy, an employer must timely pay its employees for all hours worked.

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7 86. California Labor Code Section 1197 provides the minimum wage for employees
8 fixed by the commission is the minimum wage to be paid to employees, and the payment of a less
9 wage than the minimum so fixed is unlawful.

10 87. California Labor Code Section 1194 establishes an employee's right to recover
11 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
12 of suit.

13 88. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the
14 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
15 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
16 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
17 CALIFORNIA CLASS.

18 89. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
19 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
20 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
21 members of the CALIFORNIA CLASS in regard to minimum wage pay.

22 90. In committing these violations of the California Labor Code, DEFENDANTS
23 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
24 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
25 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
26 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
27 and regulations.

1 91. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
3 minimum wage compensation for their time worked for DEFENDANTS.

4 92. During the CLASS PERIOD, PLAINTIFF and the other members of the
5 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
6 failure to pay all earned wages.

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8 93. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
9 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
10 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
11 and will continue to suffer an economic injury in amounts which are presently unknown to them,
12 and which will be ascertained according to proof at trial.

13 94. DEFENDANTS knew or should have known that PLAINTIFF and the other
14 members of the CALIFORNIA CLASS were under-compensated for their time worked.
15 DEFENDANTS systematically elected, either through intentional malfeasance or gross
16 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
17 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
18 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
19 their time worked.

20 95. In performing the acts and practices herein alleged in violation of California labor
21 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
22 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
23 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
24 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
25 consequences to them, and with the despicable intent of depriving them of their property and legal
26 rights, and otherwise causing them injury in order to increase company profits at the expense of
27 these employees.

96. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore 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. To the extent minimum wage compensation is determined to be owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code Section 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory costs.

THIRD CAUSE OF ACTION

Failure To Pay Overtime Compensation

(Cal. Lab. Code §§ 204, 510, 1194 and 1198)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

97. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

98. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

99. Pursuant to California Labor Code Section 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

100. California Labor Code Section 510 provides that employees in California shall not be employed more than eight (8) hours per workday and/or more than forty (40) hours per

1 workweek unless they receive additional compensation beyond their regular wages in amounts
2 specified by law.

3 101. California Labor Code Section 1194 establishes an employee's right to recover
4 unpaid wages, including minimum and overtime compensation and interest thereon, together with
5 the costs of suit. California Labor Code Section 1198 further states that the employment of an
6 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

7 102. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
8 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
9 they worked, including overtime work.

10 103. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
11 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
12 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
13 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
14 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
15 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
16 forty (40) hours in any workweek.

17 104. In committing these violations of the California Labor Code, DEFENDANTS
18 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
19 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal
20 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
21 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
22 regulations.

23 105. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
24 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
25 overtime compensation for their time worked for DEFENDANTS.

26 106. California Labor Code Section 515 sets out various categories of employees who are
27 exempt from the overtime requirements of the law. None of these exemptions are applicable to
28 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the

1 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
2 agreement that would preclude the causes of action contained herein this Complaint. Rather,
3 PLAINTIFF brings this Action on behalf of themself and the CALIFORNIA CLASS based on
4 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
5 California.

6 107. During the CLASS PERIOD, PLAINTIFF and the other members of the
7 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
8 a failure to pay all earned wages.

9 ///

10 108. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
11 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
12 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
13 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
14 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
15 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business
16 records and witnessed by employees.

17 109. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
18 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
19 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
20 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently
21 unknown to them, and which will be ascertained according to proof at trial.

22 110. DEFENDANTS knew or should have known that PLAINTIFF and the other
23 members of the CALIFORNIA CLASS were undercompensated for their time worked.
24 DEFENDANTS systematically elected, either through intentional malfeasance or gross
25 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
26 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF
27 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime
28 worked.

111. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide them with the requisite compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

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112. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request recovery of overtime 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. To the extent overtime compensation is determined to be owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS' conduct also violates California Labor Code Sections 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. DEFENDANTS' conduct as alleged herein was willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory costs.

FOURTH CAUSE OF ACTION

Failure To Provide Required Meal Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

113. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

114. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as

1 required by the applicable Wage Order and Labor Code. The nature of the work performed by
2 PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being
3 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
4 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were often not
5 fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS'
6 failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal
7 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records.
8 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with
9 a second off-duty meal period in some workdays in which these employees were required by
10 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of
11 the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in
12 accordance with DEFENDANTS' strict corporate policy and practice.

13 115. DEFENDANTS further violated California Labor Code Section 226.7 and the
14 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
15 members who were not provided a meal period, in accordance with the applicable Wage Order, one
16 additional hour of compensation at each employee's regular rate of pay for each workday that a
17 meal period was not provided.

18 116. As a proximate result of the aforementioned violations, PLAINTIFF and
19 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and
20 seek all wages earned and due, interest, penalties, expenses and costs of suit.

21 **FIFTH CAUSE OF ACTION**

22 **Failure To Provide Required Rest Periods**

23 **(Cal. Lab. Code §§ 226.7 & 512)**

24 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

25 117. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
26 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
27 Complaint.
28

118. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

119. DEFENDANTS further violated California Labor Code Sections 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

120. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

1 21. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
2 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
3 Complaint.

4 22. California Labor Code Section 226 provides that an employer must furnish
5 employees with an “accurate itemized” statement in writing showing:

- 6 a. Gross wages earned,
- 7 b. total hours worked by the employee, except for any employee whose compensation
8 is solely based on a salary and who is exempt from payment of overtime under
9 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
10 Commission,
- 11 c. the number of piece-rate units earned and any applicable piece rate if the employee
12 is paid on a piece-rate basis,
- 13 d. all deductions, provided that all deductions made on written orders of the employee
14 may be aggregated and shown as one item,
- 15 e. net wages earned,
- 16 f. the inclusive dates of the period for which the employee is paid,
- 17 g. the name of the employee and his or her social security number, except that by
18 January 1, 2008, only the last four digits of his or her social security number of an
19 employee identification number other than social security number may be shown on
20 the itemized statement,
- 21 h. the name and address of the legal entity that is the employer, and
- 22 i. all applicable hourly rates in effect during the pay period and the corresponding
23 number of hours worked at each hourly rate by the employee.

24 23. When DEFENDANTS did not accurately record PLAINTIFFS’ and other
25 CALIFORNIA CLASS members’ missed meal and rest breaks, or were paid inaccurate missed
26 meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated
27 California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other
28 CALIFORNIA CLASS members with complete and accurate wage statements which failed to

1 show, among other things, all deductions, the accurate gross wages earned, net wages earned, the
2 total hours worked and all applicable hourly rates in effect during the pay period and the
3 corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty
4 payments or missed meal and rest periods.

5 124. In addition to the foregoing, DEFENDANTS failed to provide itemized wage
6 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
7 requirements of California Labor Code Section 226(a)(1)-(9).

8 125. DEFENDANTS knowingly and intentionally failed to comply with California Labor
9 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of
10 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended
11 calculating the correct wages for all missed meal and rest breaks and the amount of employment
12 taxes which were not properly paid to state and federal tax authorities. These damages are difficult
13 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect
14 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
15 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
16 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial
17 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
18 member of the CALIFORNIA CLASS herein).

19 **SEVENTH CAUSE OF ACTION**

20 **Failure To Pay Wages When Due**

21 **(Cal. Lab. Code § 203)**

22 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

23 126. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
25 Complaint.

26 127. California Labor Code Section 200 provides that:

27 As used in this article:
28

- 1 (d) "Wages" includes all amounts for labor performed by employees of every
2 description, whether the amount is fixed or ascertained by the standard of time,
3 task, piece, commission basis, or other method of calculation.
4 (e) "Labor" includes labor, work, or service whether rendered or performed under
5 contract, subcontract, partnership, station plan, or other agreement if the labor to
6 be paid for is performed personally by the person demanding payment.

7 128. California Labor Code Section 201 provides, in relevant part, that "If an employer
8 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
9 immediately."

10 129. California Labor Code Section 202 provides, in relevant part, that:

11 If an employee not having a written contract for a definite period quits his or her
12 employment, his or her wages shall become due and payable not later than 72 hours
13 thereafter, unless the employee has given 72 hours previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time
15 of quitting. Notwithstanding any other provision of law, an employee who quits without
16 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
17 requests and designates a mailing address. The date of the mailing shall constitute the
18 date of payment for purposes of the requirement to provide payment within 72 hours
19 of the notice of quitting.

20 130. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
21 members' employment contract.

22 131. California Labor Code Section 203 provides:

23 If an employer willfully fails to pay, without abatement or reduction, in accordance with
24 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or
25 who quits, the wages of the employee shall continue as a penalty from the due date
26 thereof at the same rate until paid or until an action therefor is commenced; but the
27 wages shall not continue for more than 30 days.

28 132. The employment of PLAINTIFF and many CALIFORNIA CLASS members
terminated, and DEFENDANTS have not tendered payment of wages to these employees who
missed meal and rest breaks, as required by law.

133. Therefore, as provided by California Labor Code Section 203, on behalf of
themselves and the members of the CALIFORNIA CLASS whose employment has ended,
PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time
of termination for all employees who terminated employment during the CLASS PERIOD and
demand an accounting and payment of all wages due, plus interest and statutory costs as allowed
by law.

1 **EIGHTH CAUSE OF ACTION**

2 **Failure To Reimburse Employees for Required Expenses**

3 **(Cal. Lab. Code §§ 2802)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

5 134. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 135. California Labor Code Section 2802 provides, in relevant part, that:
9 An employer shall indemnify his or her employee for all necessary expenditures or
10 losses incurred by the employee in direct consequence of the discharge of his or her
11 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

12 136. From time to time during the CLASS PERIOD, DEFENDANTS violated California
13 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the
14 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties
15 for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the
16 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of
17 their personal cell phones all on behalf of and for the benefit of DEFENDANTS. Specifically,
18 DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to use their
19 personal cell phones, to execute their essential job duties on behalf of DEFENDANTS.
20 DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and
21 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell
22 phones within the course and scope of their employment for DEFENDANTS. These expenses were
23 necessary to complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS'
24 conduct to assert any waiver of this expectation. Although these expenses were necessary expenses
25 incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to
26 indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses
27 as an employer is required to do under the laws and regulations of California.
28

1 137. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
2 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
3 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
4 statutory rate and costs under California Labor Code Section 2802.

5 **NINTH CAUSE OF ACTION**

6 **Failure To Permit Inspection of Employee Records**

7 **(Cal. Lab. § 1198.5)**

8 138. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
9 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
10 Complaint.

11 139. Labor Code § 1198.5 states that employees (and former employees) have the right
12 to inspect personnel records maintained by the employer “related to the employee’s performance
13 or to any grievance concerning the employee.” Employers must allow inspection or copying
14 within thirty (30) days of the request.

15 140. On September 4, 2024, PLAINTIFF caused a written request via certified mail to
16 be delivered to DEFENDANTS for PLAINTIFF’S personnel and employment records, including
17 but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4)
18 PLAINTIFF’S complete employment file.

19 141. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
20 personnel records, payroll records, employment contract, and entire employment file within thirty
21 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,
22 DEFENDANT has still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.

23 142. PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance
24 with Cal. Lab. Code Section 1198.5, a statutory penalty, and an award of attorneys’ fees and costs
25 for bringing this action.

26 **TENTH CAUSE OF ACTION**

27 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

28 **(Cal. Lab. Code §§2698 *et seq.*)**

(Alleged by PLAINTIFF against all DEFENDANTS)

1 143. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
2 herein, the prior paragraphs of this Complaint.

3 144. PAGA is a mechanism by which the State of California itself can enforce state labor
4 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
5 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
6 a law enforcement action designed to protect the public and not to benefit private parties. The
7 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
8 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
9 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
10 private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch.
11 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

12 145. At all relevant times, for the reasons described herein and others, PLAINTIFF and
13 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the
14 meaning of Labor Code Section 2699(c).

15 146. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like
16 PLAINTIFF, on behalf of PLAINTIFF and other current or former employees, to bring a civil
17 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

18 147. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
19 Section 2699.3. By certified letter, return receipt requested, dated January 6, 2025, PLAINTIFF
20 gave written notice to the Labor and Workforce Development Agency ("LWDA") and to
21 DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
22 including the facts and theories to support the alleged violations. (See **Exhibit #1.**)

23 148. As of the date of this complaint, more than sixty-five (65) days after serving the
24 LWDA with notice of DEFENDANTS' violations, the LWDA has not provided any notice by
25 certified mail of its intent to investigate the DEFENDANTS' alleged violations as mandated by
26 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
27 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.
28

1 149. PLAINTIFF, and such persons who may be added from time to time who satisfy the
2 requirements and exhaust the administrative procedures under the PAGA, bring this
3 Representative Action on behalf of the State of California with respect to PLAINTIFF and all
4 individuals who are or previously were employed by Defendant Vendor Direct Solutions and/or
5 Defendant Vendor Direct Capital in California and classified as non-exempt employees
6 (“AGGRIEVED EMPLOYEES”) during the time period of January 6, 2024 through March 9,
7 2026 (“PAGA PERIOD”).

8 150. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
9 Section 2699(c) because PLAINTIFF was employed by DEFENDANTS and personally suffered
10 each of the alleged Labor Code violations committed by DEFENDANTS.

11 151. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
12 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
13 and the applicable IWC Wage Order.

14 152. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
15 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of
16 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
17 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199,
18 2802, and 2804 in the following amounts:

19 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to (\$200)
20 per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code
21 Section 2699(f)];

22 b. For violations of Labor Code Section 226(a), a civil penalty in the amount
23 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for
24 any initial violation and one thousand dollars for each subsequent violation
25 [penalty per Labor Code Section 226.3];

26 c. For violations of Labor Code Sections 204, a civil penalty in the amount of
27 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial
28 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for

each subsequent violation [penalty per Labor Code Section 210];

d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED EMPLOYEE for the initial violation and one hundred dollars (\$100) for each underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 558];

e. For violations of Labor Code Section 1174(d), a civil penalty in the amount of five hundred (\$500) dollars for each AGGRIEVED EMPLOYEE [penalty per Labor Code Section 1174.5].

f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil penalty in the amount of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars fifty (\$250) for each AGGRIEVED EMPLOYEE per pay period for each subsequent violation [penalty per Labor Code Section 1197.1].

153. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANTS to pay all overtime wages and all sums

unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and

d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS' violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to California Code of Civil Procedure Section 382;

b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;

c. Meal and rest period compensation pursuant to California Labor Code Sections 226.7, 512 and the applicable IWC Wage Order;

d. 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) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of California Labor Code Section 226;

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with California Labor Code Section 203.

f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On the Ninth Cause of Action

a. For an award of statutory damages as plead pursuant to Labor Code § 1198.5.

b. For an injunction compelling production of Plaintiff's employment records

pursuant to Labor Code §1198.5.

4. On the Tenth Cause of Action:

- a. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Section 2699, *et seq.*;
- b. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private Attorneys General Act; and
- b. For such other relief as the Court deems just and proper.

5. On all claims:

- a. An award of interest, including prejudgment interest at the legal rate;
- b. Such other and further relief as the Court deems just and equitable; and
- c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including and pursuant to, but not limited to, California Labor Code Sections 218.5, 226, 246 and/or 1194.

DATED: September 9, 2026

ZAKAY LAW GROUP, APLC

By: 
Shani Zakay, Esq.
Attorney for PLAINTIFF

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: September 9, 2026

ZAKAY LAW GROUP, APLC

By: 
Shani Zakay, Esq.
Attorney for PLAINTIFF

EXHIBIT 1



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

Client # 96801

January 6, 2025

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

VENDOR DIRECT SOLUTIONS, LLC

VENDOR DIRECT CAPITAL SERVICES. LLC

c/o Jules Buenabenta

515 S. Figueroa Street, Ste. 1900

Los Angeles, CA 90071

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2308 6648 20

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff SARAH ARREDONDO ("Plaintiff") and other aggrieved employees. Plaintiff was employed by Defendant VENDOR DIRECT SOLUTIONS, LLC ("Defendant Vendor Direct Solutions") and Defendant VENDOR DIRECT CAPITAL SERVICES. LLC ("Defendant Vendor Direct Capital") (hereinafter, collectively, "Defendants") in California in August of 2024 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants' failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant Vendor Direct Solutions and/or Defendant Vendor

Direct Capital who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period (“Aggrieved Employees”). Plaintiff believes this group to be comprised of all current and former non-exempt employees who performed work for Defendant Vendor Direct Solutions and/or Defendant Vendor Direct Capital in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants’ uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants’ control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff’s off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants’ uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants’ business records.

During the last year, as a result of their rigorous work schedules and Defendants’ inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed “on-duty” meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants’ failure to provide Plaintiff and other

Aggrieved Employees with legally required meal breaks is evidenced by Defendants' business records. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants' strict corporate policy and practice.

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants' managers.

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones in order to perform work related tasks. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the purchase and maintenance of their work uniforms. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones, all on behalf of and for the benefit of Defendants.

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security

number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above. As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result,

Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee

quits his or her employment, “his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to them or any penalty wages owed to them under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Personnel File Violations: On September 4, 2024, Plaintiff caused a written request via certified mail to be delivered to Defendants for Plaintiff’s personnel and employment records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4) Plaintiff’s complete employment file. Defendants failed to provide and/or make available to Plaintiff and other Aggrieved Employees their personnel records, payroll records, employment contract, and entire employment file within thirty (30) days of their requests stated above. In fact, as of the date of filing of this complaint, Defendants have still failed to pay Plaintiff the statutory penalty in the amount of \$750. Defendants violated California Labor Code Section 1198.5 by failing to respond and provide Plaintiff with their employment file. Section 1198.5 states that employees (and former employees) have the right to inspect personnel records maintained by the employer “related to the employee’s performance or to any grievance concerning the employee.” Employers must allow inspection or copying within thirty (30) days of the request.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shani O. Zakay', with a stylized flourish at the end.

Shani O. Zakay
Attorney for Plaintiff