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Case #26CV484318

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

TYLOR HOLSTEIN, an individual, on behalf
of Plaintiff, and on behalf of all persons
similarly situated,

Plaintiff,

v.

CRISIS24 PROTECTIVE SOLUTIONS, LP, a
Delaware limited partnership; CRISIS24
PROTECTIVE SOLUTIONS INC., a New
Hampshire corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No: 26CV484318

**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;
- 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 §§ 226, 432 1198.5 AND THE APPLICABLE IWC WAGE ORDER.
 - 10) VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ.].

DEMAND FOR A JURY TRIAL

PLAINTIFF TYLOR HOLSTEIN (“PLAINTIFF”), an individual, on behalf of PLAINTIFF 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 CRISIS24 PROTECTIVE SOLUTIONS, LP (“Defendant Crisis24 LP”) is a Delaware limited partnership that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant CRISIS24 PROTECTIVE SOLUTIONS, INC. (“Defendant Crisis24 Protective Inc.”) is a New Hampshire corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant Crisis24 LP and Defendant Crisis24 Protective Inc. 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

1 hours, wages and/or working conditions of PLAINTIFF, and are therefore jointly responsible as
2 employers for the conduct alleged herein as “DEFENDANTS.”

3 4. DEFENDANTS own and operate a security, medical, and emergency support
4 service tailored to businesses in California, including in the County of Santa Clara, where
5 PLAINTIFF worked.

6 5. PLAINTIFF was employed by DEFENDANTS in California from October of 2023
7 to June of 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the legally
8 required meal and rest periods and payment of minimum and overtime wages due for all time
9 worked.

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

13 7. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
14 class, defined as all persons who are or previously were employed by Defendant Crisis24 Protective
15 Inc. and/or Defendant Crisis24 LP in California and classified as non-exempt employees (the
16 “CALIFORNIA CLASS”) at any time during the period beginning June 27, 2024, and ending on
17 the date as determined by the Court (the “CLASS PERIOD”). The amount in controversy for the
18 aggregate claim of the CALIFORNIA CLASS members is under five million dollars
19 (\$5,000,000.00).

20 8. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a
21 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
22 incurred during the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice
23 which failed to lawfully compensate these employees. DEFENDANTS’ uniform policy and
24 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby
25 DEFENDANTS retained and continue to retain wages due to PLAINTIFF and the other members
26 of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS
27 seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named
28 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically

1 injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and
2 equitable relief.

3 9. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently
5 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names
6 pursuant to California Civil Procedure Code Section 474. PLAINTIFF will seek leave to amend
7 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,
8 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that
9 information and belief alleges, that the DEFENDANTS named in this Complaint, including
10 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of
11 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

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

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

26 12. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
27 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
28 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any

1 employee a wage less than the minimum fixed by California state law, and as such, are subject to
2 civil penalties for each underpaid employee.

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

6 14. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
7 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other
8 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
9 past and current unlawful conduct, and all other appropriate legal and equitable relief.

10 **JURISDICTION AND VENUE**

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

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

19 **THE CONDUCT**

20 17. In violation of the applicable sections of the California Labor Code and the
21 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
22 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
23 failed to provide legally compliant meal and rest periods, failed to accurately compensate
24 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods,
25 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,
26 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-
27 clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS
28 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members

1 of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay
2 PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular
3 rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS
4 for business expenses, and failed to issue to PLAINTIFF and the other members of the
5 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all
6 applicable hourly rates in effect during the pay periods and the corresponding amount of time
7 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
8 purposefully avoid the accurate and full payment for all time worked as required by California law
9 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
10 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
11 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

12 **A. Meal Period Violations**

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

26 19. From time to time during the CLASS PERIOD, as a result of their rigorous work
27 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
28 CALIFORNIA CLASS members are from time to time unable to take thirty (30) minute off-duty

1 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
2 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for
3 more than five (5) hours during some shifts without receiving a meal break. Further,
4 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second
5 off-duty meal period for some workdays in which these employees are required by DEFENDANTS
6 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
7 CALIFORNIA CLASS members does not qualify for the limited and narrowly construed “on-duty”
8 meal period exception. When they were provided with meal periods, PLAINTIFF and other
9 CALIFORNIA CLASS members were, from time to time, required to remain on premises, on duty
10 and on call. Further, DEFENDANTS from time to time required PLAINTIFF and other
11 CALIFORNIA CLASS members to maintain cordless communication devices in order to receive
12 and respond to work-related communications during what was supposed to be their off-duty meal
13 breaks. DEFENDANTS’ failure to provide PLAINTIFF and the CALIFORNIA CLASS members
14 with legally required meal breaks is evidenced by DEFENDANTS’ business records. As a result of
15 their rigorous work schedules and DEFENDANTS’ inadequate staffing, PLAINTIFF and other
16 members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
17 compensation and in accordance with DEFENDANTS’ strict corporate policy and practice.

18 **B. Rest Period Violations**

19 20. From time to time during the CLASS PERIOD, PLAINTIFF and other
20 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
21 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
22 DEFENDANTS’ inadequate staffing. Further, for the same reasons, these employees were denied
23 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
24 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
25 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest
26 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
27 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
28 members were, from time to time, required to remain on premises, on duty and/or on call. Further,

1 DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA CLASS
2 members to maintain cordless communication devices in order to receive and respond to work-
3 related communications during what was supposed to be their off-duty rest breaks. PLAINTIFF
4 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*
5 thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing,
6 PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied their proper
7 rest periods by DEFENDANTS and DEFENDANTS' managers.

8 **C. Unreimbursed Business Expenses**

9 21. DEFENDANTS as a matter of corporate policy, practice, and procedure,
10 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
11 and the other CALIFORNIA CLASS members for required business expenses incurred by the
12 PLAINTIFF and other CALIFORNIA CLASS members in direct consequence of discharging their
13 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are
14 required to indemnify employees for all expenses incurred in the course and scope of their
15 employment. California Labor Code Section 2802 expressly states that "an employer shall
16 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
17 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
18 directions of the employer, even though unlawful, unless the employee, at the time of obeying the
19 directions, believed them to be unlawful."

20 22. In the course of their employment, DEFENDANTS required PLAINTIFF and other
21 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
22 phones and vehicles, as a result of and in furtherance of their job duties. Specifically, PLAINTIFF
23 and other CALIFORNIA CLASS members were required to use their personal cell phones, and
24 vehicles, in order to perform work related tasks. However, DEFENDANTS unlawfully failed to
25 reimburse PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal
26 cell phones and vehicles. As a result, in the course of their employment with DEFENDANTS, the
27 PLAINTIFF and other CALIFORNIA CLASS members incurred unreimbursed business expenses
28

1 that included, but were not limited to, costs related to the use of their personal cell phones and
2 vehicles, all on behalf of and for the benefit of DEFENDANTS.

3 **D. Wage Statement Violations**

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

12 24. From time to time during the CLASS PERIOD, when PLAINTIFF and other
13 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed
14 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed
15 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate
16 wage statements which failed to show, among other things, all deductions, the total hours worked
17 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
18 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
19 periods.

20 25. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and the
21 CALIFORNIA CLASS members with wage statements that accurately provided the name and
22 address of the legal entity that is the employer, in violation of California Labor Code Section
23 226(a)(8).

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

27 27. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
28 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,

1 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an
2 unintentional payroll error due to clerical or inadvertent mistake.

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

4 28. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
5 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
6 for all hours worked.

7 29. During the CLASS PERIOD, from time-to-time DEFENDANTS required
8 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
9 work, including but not limited to, sending and receiving work-related communications, attending
10 work-required trainings, creating training materials, and performing security sweeps. This resulted
11 in PLAINTIFF and other CALIFORNIA CLASS members having to work while off-the-clock.

12 30. DEFENDANTS directed and directly benefited from the undercompensated off-the-
13 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

14 31. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
15 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
16 members.

17 32. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
18 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
19 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
20 wages earned and owed for all the work they performed.

21 33. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
22 employees, subject to the requirements of the California Labor Code.

23 34. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
24 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
25 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
26 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
27 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.
28

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

3 36. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
4 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit
5 for the time spent working while off-the-clock, including but not limited to, sending and receiving
6 work-related communications, attending work-required trainings, creating training materials, and
7 performing security sweeps. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF
8 and the members of the CALIFORNIA CLASS wages for all hours worked in accordance with
9 applicable law is evidenced by DEFENDANTS' business records.

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

12 37. From time to time during the CLASS PERIOD, DEFENDANTS failed and
13 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
14 members for their overtime and double time hours worked, meal and rest period premiums, and
15 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
16 forfeited wages due to them for working overtime without compensation at the correct overtime
17 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
18 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at
19 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
20 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

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

25 39. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
26 members' compensation was DEFENDANTS' non-discretionary incentive program that paid
27 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
28 performance for DEFENDANTS. The non-discretionary bonus program provided all employees

1 paid on an hourly basis with bonus compensation when the employees met the various performance
2 goals set by DEFENDANTS.

3 40. However, from time to time, when calculating the regular rate of pay in those pay
4 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
5 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
6 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
7 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
8 rather than just all non-overtime hours worked. Management and supervisors described the
9 incentive/bonus program to potential and new employees as part of the compensation package. As
10 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
11 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in
12 a systematic underpayment of overtime and double time compensation, meal and rest period
13 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
14 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid
15 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
16 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
17 employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated
18 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for
19 purposes of sick pay compensation was in violation of California Labor Code Section 246, the
20 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or
21 204.

22 41. In violation of the applicable sections of the California Labor Code and the
23 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
24 matter of company policy, practice, and procedure, intentionally and knowingly failed to
25 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
26 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
27 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an
28 unfair advantage over competitors who complied with the law. To the extent equitable tolling

operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

G. Unlawful Deductions

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

H. Timekeeping Manipulation

43. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an immutable timekeeping system to accurately record and pay PLAINTIFF and other members of the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the CALIFORNIA CLASS 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 members of the CALIFORNIA CLASS in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks.

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

45. 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 to create the appearance that PLAINTIFF and other members of the CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees were not provided an off-duty meal break at all times. 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 failing to compensate them for missed meal breaks.

1 46. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
2 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit
3 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and
4 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours
5 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

6 **I. Unlawful Rounding Practices**

7 47. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place
8 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
9 CALIFORNIA CLASS members for the actual time these employees worked each day, including
10 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
11 practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being
12 undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in
13 fact unlawfully and unilaterally round the time recorded in DEFENDANTS' timekeeping system
14 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these
15 employees for all their time worked, including the applicable overtime compensation for overtime
16 worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time,
17 forfeited compensation for their time worked by working without their time being accurately
18 recorded and without compensation at the applicable overtime rates.

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

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

26 49. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
27 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
28 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,

1 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
2 rest period premium wages within the permissible time period.

3 50. Pursuant to California Labor Code Section 201, "If an employer discharges an
4 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."
5 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his
6 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
7 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
8 entitled to his or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS
9 members were, from time to time, not timely provided the wages earned and unpaid at the time of
10 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
11 and 202.

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

15 **K. Sick Pay Violations**

16 52. California Labor Code Section 246 (a)(1) mandates that "An employee who, on or
17 after July 1, 2015, works in California for the same employer for 30 or more days within a year
18 from the commencement of employment is entitled to paid sick days as specified in this section."
19 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
20 From time to time, DEFENDANTS failed to have a policy or practice in place to provide
21 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick
22 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to
23 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

24 53. California Labor Code Section 246(i) requires an employer to furnish its employees
25 with written wage statements setting forth the amount of paid sick leave available. From time to
26 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
27 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
28 paid sick leave available.

1 **L. Reporting Time Violations**

2 54. Further, DEFENDANTS from time to time required PLAINTIFF and other
3 CALIFORNIA CLASS Members to report to work, but were furnished less than half their
4 scheduled shift's worth of work and were not paid reporting time pay as required by Cal. Code
5 Regs., tit. 8 § 11040, subdivision(A). Specifically, Subdivision 5(A) states, "(A) Each workday an
6 employee is required to report for work and does report, but is not put to work or is furnished less
7 than half said employee's usual or scheduled day's work, the employee shall be paid for half the
8 usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4)
9 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." In
10 addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS Members
11 to engage in additional work, this sometimes resulted in a second reporting for work in a single
12 workday. In such a circumstance of a second reporting for work in a single workday,
13 DEFENDANTS failed to pay these employees reporting time pay as required by Cal. Code Regs.,
14 tit. 8 § 11040. Subdivision 5(B) states: "If an employee is required to report for work a second time
15 in any one workday and is furnished less than two (2) hours of work on the second reporting, said
16 employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not
17 less than the minimum wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

18 **M. Failure to Provide Personnel Files**

19 55. On September 18, 2025, PLAINTIFF caused written requests via certified mail to
20 be delivered to DEFENDANTS for PLAINTIFF'S personnel and employment records, including
21 but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time
22 records; and (5) PLAINTIFF'S complete employment file.

23 56. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
24 personnel records, payroll records, time records, employment contract, and entire employment file
25 within thirty (30) days of their requests stated above. In fact, as of the date of filing of this
26 complaint, DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount
27 of \$750 pursuant to California Labor Code Sections 226 and 1198.5. DEFENDANTS violated
28 California Labor Code Sections 226, 432, and 1198.5 and the applicable IWC Wage Order by

1 failing to respond and provide PLAINTIFF with their employment file. Labor Code Section
2 226(b) requires employers to make payroll records available to employees upon reasonable
3 request. Labor Code Section 226(c) further requires that the employer comply with the request for
4 records as soon as practicable, but no later than twenty-one (21) calendar days from the date of
5 request. Labor Code Section 226(f) entitles employees to recover civil penalties of \$750 against
6 an employer who violates these requirements. Labor Code Section 432 also entitles an employee
7 to receive copies of any signed documents related to the obtaining or holding of employment.
8 Finally, pursuant to the applicable Industrial Welfare Commission wage orders, DEFENDANTS
9 are required to maintain accurate records for employees, including time records, and such records
10 must be made readily available for inspection by the employee upon a reasonable request. Section
11 1198.5 states that employees (and former employees) have the right to inspect personnel records
12 maintained by the employer "related to the employee's performance or to any grievance
13 concerning the employee." Employers must allow inspection or copying within thirty (30) days
14 of the request. As a result, PLAINTIFF is now entitled to and requests injunctive relief to obtain
15 compliance with California Labor Code Sections 226, 432, 1198.5 and the applicable IWC Wage
16 Orders, and applicable statutory penalties and an award of attorneys' fees and costs for bringing
17 this action.

18 57. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
19 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.
20 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
21 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
22 provide PLAINTIFF with a second off-duty meal period each workday in which they were required
23 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
24 with a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the
25 rest break. DEFENDANTS' policy caused PLAINTIFF to remain on premises, on-call and on-
26 duty during what was supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited
27 meal and rest breaks without additional compensation and in accordance with DEFENDANTS'
28 strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with

1 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS
2 also failed to reimburse PLAINTIFF for required business expenses related to the personal
3 expenses incurred for the use of their personal cell phone and vehicle, on behalf of and in
4 furtherance of their employment with DEFENDANTS. Additionally, DEFENDANTS failed to
5 provide and/or make available to PLAINTIFF their personnel records, payroll records, time
6 records, employment contracts, and entire employment file within (30) days of their request on
7 September 18, 2025. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum,
8 overtime and double time compensation still owed to PLAINTIFF, or any penalty wages owed to
9 PLAINTIFF under California Labor Code Section 203. The amount in controversy for
10 PLAINTIFF individually does not exceed the sum or value of \$75,000.

11 **CLASS ACTION ALLEGATIONS**

12 58. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California
13 class defined as all persons who are or previously were employed by Defendant Crisis24 LP., and/or
14 Defendant Crisis24 Protective Inc., in California and classified as non-exempt employees (the
15 “CALIFORNIA CLASS”) at any time during the period beginning June 27, 2024, and ending on
16 the date as determined by the Court (the “CLASS PERIOD”).

17 59. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
18 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
19 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
20 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
21 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
22 maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and
23 expenses.

24 60. The members of the class are so numerous that joinder of all class members is
25 impractical.

26 61. Common questions of law and fact regarding DEFENDANTS’ conduct, including
27 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
28 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the

1 regular rate of compensation for missed meal and rest period premiums, failure to provide legally
2 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
3 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
4 overtime, exist as to all members of the class and predominate over any questions affecting solely
5 any individual members of the class. Among the questions of law and fact common to the class are:

- 6 a. Whether DEFENDANTS maintained legally compliant meal period policies and
7 practices;
- 8 b. Whether DEFENDANTS maintained legally compliant rest period policies and
9 practices;
- 10 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
11 members accurate premium payments for missed meal and rest periods;
- 12 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
13 members accurate overtime wages;
- 14 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
15 members at least minimum wage for all hours worked;
- 16 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
17 CLASS members for required business expenses;
- 18 g. Whether DEFENDANTS issued legally compliant wage statements;
- 19 h. Whether DEFENDANTS committed an act of unfair competition by systematically
20 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
21 CLASS for all time worked;
- 22 i. Whether DEFENDANTS committed an act of unfair competition by systematically
23 failing to record all meal and rest breaks missed by PLAINTIFF and other
24 CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit
25 of this work, required employees to perform this work and permits or suffers to
26 permit this work;
- 27 j. Whether DEFENDANTS committed an act of unfair competition in violation of
28 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by

1 failing to provide the PLAINTIFF and the other members of the CALIFORNIA
2 CLASS with the legally required meal and rest periods.

3 62. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
4 result of DEFENDANTS' conduct and actions alleged herein.

5 63. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and
6 PLAINTIFF has the same interests as the other members of the class.

7 64. PLAINTIFF will fairly and adequately represent and protect the interests of the
8 CALIFORNIA CLASS members.

9 65. PLAINTIFF retained able class counsel with extensive experience in class action
10 litigation.

11 66. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
12 interest of the other CALIFORNIA CLASS members.

13 67. There is a strong community of interest among PLAINTIFF and the members of the
14 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
15 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
16 sustained.

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

20 69. A class action is superior to other available methods for the fair and efficient
21 adjudication of this controversy because joinder of all class members is impractical. Moreover,
22 since the damages suffered by individual members of the class may be relatively small, the expense
23 and burden of individual litigation makes it practically impossible for the members of the class
24 individually to redress the wrongs done to them. Without class certification and determination of
25 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
26 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:
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- 1 a. Inconsistent or varying adjudications with respect to individual members of the
2 CALIFORNIA CLASS which would establish incompatible standards of conduct
3 for the parties opposing the CALIFORNIA CLASS; and/or,
4 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
5 which would, as a practical matter, be dispositive of the interests of the other
6 members not party to the adjudication or substantially impair or impeded their ability
7 to protect their interests.

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

11 **FIRST CAUSE OF ACTION**

12 **Unlawful Business Practices**

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

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

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

18 72. DEFENDANTS are each a “person” as that term is defined under California
19 Business and Professions Code Section 17021.

20 73. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)
21 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
22 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
23 competition as follows:

24 Any person who engages, has engaged, or proposes to engage in unfair competition
25 may be enjoined in any court of competent jurisdiction. The court may make such
26 orders or judgments, including the appointment of a receiver, as may be necessary to
27 prevent the use or employment by any person of any practice which constitutes unfair
28 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).

1 74. By the conduct alleged herein, DEFENDANTS have engaged and continues to
2 engage in business practices which violate California law, including but not limited to, the
3 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
4 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
5 2802, for which this Court should issue declaratory and other equitable relief pursuant to California
6 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the
7 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

8 75. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair
9 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
10 or substantially injurious to employees, and were without valid justification or utility for which this
11 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
12 Business and Professions Code, including restitution of wages wrongfully withheld.

13 76. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
14 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
15 mandated meal and rest periods and the required amount of compensation for missed meal and rest
16 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
17 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
18 to the applicable California Labor Code and Industrial Welfare Commission requirements in
19 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
20 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
21 Code Section 17203, including restitution of wages wrongfully withheld.

22 77. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
23 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
24 other members of the CALIFORNIA CLASS to be underpaid during their employment with
25 DEFENDANTS.

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

3 79. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each
4 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
5 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
6 workday in which a second off-duty meal period was not timely provided for each ten (10) hours
7 of work.

8 80. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each
9 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
10 not timely provided as required by law.

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

17 82. All the acts described herein as violations of, among other things, the Industrial
18 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
19 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
20 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
21 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

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

27 84. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
28 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and

1 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in
2 any unlawful and unfair business practices in the future.

3 PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
4 and/or adequate remedy at law that will end the unlawful and unfair business practices of
5 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
6 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
7 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
8 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
9 unlawful and unfair business practices.

10 **SECOND CAUSE OF ACTION**

11 **Failure To Pay Minimum Wages**

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

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

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

17 86. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
18 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
19 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay
20 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

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

23 88. California Labor Code Section 1197 provides the minimum wage for employees
24 fixed by the commission is the minimum wage to be paid to employees, and the payment of a less
25 wage than the minimum so fixed is unlawful.

26 89. California Labor Code Section 1194 establishes an employee's right to recover
27 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
28 of suit.

1 90. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the
2 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
3 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
4 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
5 CALIFORNIA CLASS.

6 91. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
7 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
8 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
9 members of the CALIFORNIA CLASS in regard to minimum wage pay.

10 92. In committing these violations of the California Labor Code, DEFENDANTS
11 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
12 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
13 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
14 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
15 and regulations.

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

19 94. During the CLASS PERIOD, PLAINTIFF and the other members of the
20 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
21 failure to pay all earned wages.

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

27 96. DEFENDANTS knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were under-compensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
3 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
4 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
5 their time worked.

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

14 98. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
15 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
16 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
17 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
18 to be owed to the CALIFORNIA CLASS members who have terminated their employment,
19 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these
20 individuals are also be entitled to waiting time penalties under California Labor Code Section 203,
21 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.
22 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,
23 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
24 costs.

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

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

99. 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.

100. 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.

101. 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.

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

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

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

105. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and

1 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
2 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
3 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
4 forty (40) hours in any workweek.

5 106. In committing these violations of the California Labor Code, DEFENDANTS
6 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
7 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal
8 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
9 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
10 regulations.

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

14 108. California Labor Code Section 515 sets out various categories of employees who are
15 exempt from the overtime requirements of the law. None of these exemptions are applicable to
16 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
17 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
18 agreement that would preclude the causes of action contained herein this Complaint. Rather,
19 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on
20 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
21 California.

22 109. During the CLASS PERIOD, PLAINTIFF and the other members of the
23 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
24 a failure to pay all earned wages.

25 110. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
26 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
27 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
28 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were

1 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
2 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business
3 records and witnessed by employees.

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

9 112. DEFENDANTS knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA CLASS were undercompensated for their time worked.
11 DEFENDANTS systematically elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
13 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF
14 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime
15 worked.

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

24 114. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
25 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
26 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
27 Code and/or other applicable statutes. To the extent overtime compensation is determined to be
28 owed to the CALIFORNIA CLASS members who have terminated their employment,

1 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and
2 therefore these individuals are also entitled to waiting time penalties under California Labor Code
3 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful,
4 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members
5 are entitled to seek and recover statutory costs.

6 **FOURTH CAUSE OF ACTION**

7 **Failure To Provide Required Meal Periods**

8 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

13 116. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
14 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as
15 required by the applicable Wage Order and Labor Code. The nature of the work performed by
16 PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being
17 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
18 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were often not
19 fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS'
20 failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal
21 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records.
22 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with
23 a second off-duty meal period in some workdays in which these employees were required by
24 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of
25 the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in
26 accordance with DEFENDANTS' strict corporate policy and practice.

27 117. DEFENDANTS further violated California Labor Code Section 226.7 and the
28 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS

1 members who were not provided a meal period, in accordance with the applicable Wage Order, one
2 additional hour of compensation at each employee's regular rate of pay for each workday that a
3 meal period was not provided.

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

7 **FIFTH CAUSE OF ACTION**

8 **Failure To Provide Required Rest Periods**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

14 120. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were
15 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
16 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
17 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
18 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third
19 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF
20 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*
21 thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS
22 members were periodically denied their proper rest periods by DEFENDANTS and
23 DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and
24 other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage
25 Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the
26 CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by
27 DEFENDANTS' business records.
28

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

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

9 **SIXTH CAUSE OF ACTION**

10 **Failure To Provide Accurate Itemized Statements**

11 **(Cal. Lab. Code § 226)**

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

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

16 124. California Labor Code Section 226 provides that an employer must furnish
17 employees with an "accurate itemized" statement in writing showing:

- 18 a. Gross wages earned,
- 19 b. total hours worked by the employee, except for any employee whose compensation
20 is solely based on a salary and who is exempt from payment of overtime under
21 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
22 Commission,
- 23 c. the number of piece-rate units earned and any applicable piece rate if the employee
24 is paid on a piece-rate basis,
- 25 d. all deductions, provided that all deductions made on written orders of the employee
26 may be aggregated and shown as one item,
- 27 e. net wages earned,
- 28 f. the inclusive dates of the period for which the employee is paid,

- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

125. When DEFENDANTS did not accurately record PLAINTIFFS' and other CALIFORNIA CLASS members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, 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, and correct rates of pay for penalty payments or missed meal and rest periods.

126. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and the CALIFORNIA CLASS members with wage statements that accurately provided the name and address of the legal entity that is the employer, in violation of California Labor Code Section 226(a)(8).

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

128. DEFENDANTS knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult

1 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect
2 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
3 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
4 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial
5 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
6 member of the CALIFORNIA CLASS herein).

7 **SEVENTH CAUSE OF ACTION**

8 **Failure To Pay Wages When Due**

9 **(Cal. Lab. Code § 203)**

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

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

14 130. California Labor Code Section 200 provides that:

15 As used in this article:

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

22 131. California Labor Code Section 201 provides, in relevant part, that "If an employer
23 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
24 immediately."

25 132. California Labor Code Section 202 provides, in relevant part, that:

26 If an employee not having a written contract for a definite period quits his or her
27 employment, his or her wages shall become due and payable not later than 72 hours
28 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. Notwithstanding any other provision of law, an employee who quits without
providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
requests and designates a mailing address. The date of the mailing shall constitute the
date of payment for purposes of the requirement to provide payment within 72 hours
of the notice of quitting.

1 133. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
2 members' employment contract.

3 134. California Labor Code Section 203 provides:

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

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

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

16 **EIGHTH CAUSE OF ACTION**

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

18 **(Cal. Lab. Code §§ 2802)**

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

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

23 138. California Labor Code Section 2802 provides, in relevant part, that:

24 An employer shall indemnify his or her employee for all necessary expenditures or
25 losses incurred by the employee in direct consequence of the discharge of his or her
26 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.

27 139. From time to time during the CLASS PERIOD, DEFENDANTS violated California
28 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the

1 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties
2 for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the
3 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of
4 their personal cell phones and vehicles, all on behalf of and for the benefit of DEFENDANTS.
5 Specifically, DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to
6 use their personal cell phones and vehicles, to execute their essential job duties on behalf of
7 DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse
8 PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of their
9 personal cell phones and vehicles, within the course and scope of their employment for
10 DEFENDANTS. These expenses were necessary to complete their principal job duties.
11 DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of this expectation.
12 Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA
13 CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the
14 CALIFORNIA CLASS members for these expenses as an employer is required to do under the
15 laws and regulations of California.

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

20 **NINTH CAUSE OF ACTION**

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

22 **(Cal. Lab. §§ 226, 432, 1198.5 and Applicable IWC Wage Orders)**

23 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

27 142. Labor Code Section 226(b) requires employers to make payroll records available to
28 employees upon reasonable request. Labor Code Section 226(c) further requires that the employer

1 comply with the request for records as soon as practicable, but no later than twenty-one (21)
2 calendar days from the date of request.

3 143. Labor Code Section 432 also entitles an employee to receive copies of any signed
4 documents related to the obtaining or holding of employment.

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

9 145. The applicable Industrial Welfare Commission Wage Orders require employers to
10 maintain accurate records for employees, including time records, and such records must be made
11 readily available for inspection by the employee upon a reasonable request.

12 146. On September 18, 2025, PLAINTIFF caused written requests via certified mail to
13 be delivered to DEFENDANTS for PLAINTIFF’S personnel and employment records, including
14 but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time
15 records; and (5) PLAINTIFF’S complete employment file.

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

20 148. PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance
21 with California Labor Code Sections 226, 432, 1198.5 and the applicable IWC Wage Orders, and
22 applicable statutory penalties and an award of attorneys’ fees and costs for bringing this action.

23 **TENTH CAUSE OF ACTION**

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

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

26 **(Alleged by PLAINTIFF against all DEFENDANTS)**

27 149. PLAINTIFF realleges and incorporate by this reference, as though fully set forth
28 herein, the prior paragraphs of this Complaint.

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

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

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

16 153. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
17 Section 2699.3. By certified letter, return receipt requested, dated January 6, 2026, PLAINTIFF
18 gave written notice to the Labor and Workforce Development Agency ("LWDA") and to
19 DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
20 including the facts and theories to support the alleged violations. (See Exhibit #1.)

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

26 155. PLAINTIFFS, and such persons who may be added from time to time who satisfy
27 the requirements and exhaust the administrative procedures under the PAGA, bring this
28 Representative Action on behalf of the State of California with respect to PLAINTIFF and all

1 individuals who are or previously were employed by DEFENDANTS in California and classified
2 as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time period of January 6,
3 2025 through the present (“PAGA PERIOD”).

4 156. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
5 Section 2699(c) because PLAINTIFF was employed by DEFENDANTS and personally suffered
6 each of the alleged Labor Code violations committed by DEFENDANTS.

7 157. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
8 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
9 and the applicable IWC Wage Order.

10 158. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
11 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of
12 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
13 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and
14 2804 in the following amounts:

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

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

22 c. For violations of Labor Code Sections 204, a civil penalty in the amount of
23 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial
24 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for
25 each subsequent violation [penalty per Labor Code Section 210];

26 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty
27 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED
28 EMPLOYEE for the initial violation and one hundred dollars (\$100) for each

1 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty
2 per Labor Code Section 558];

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

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

11 159. For all provisions of the Labor Code for which civil penalty is not specifically
12 provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two
13 hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the
14 AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in
15 connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).
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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 §§ 226 and 1198.5.

b. For an injunction compelling production of Plaintiff's employment records pursuant to Labor Code §§ 226, 432 and 1198.5 and the applicable IWC Wage Order.

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: August 6, 2026

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, 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: August 6, 2026

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF

EXHIBIT 1



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

January 6, 2026

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

CRISIS24 PROTECTIVE SOLUTIONS, LP
CRISIS24, INC.
CRISIS24 PROTECTIVE SOLUTIONS HOLDINGS, INC.
CRISIS24 PROTECTIVE SOLUTIONS INC.
CRISIS24 GLOBAL PROTECTIVE SOLUTIONS
CRISIS24 MEDICAL SOLUTIONS, INC.

c/o C T Corporation System
330 N Brand Boulevard, Suite 700
Glendale, CA 91203

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 1756 9908 71

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 TYLOR HOLSTEIN ("Plaintiff") and other aggrieved employees. Plaintiff was employed by Defendant CRISIS24 PROTECTIVE SOLUTIONS, LP ("Defendant Crisis24 LP"), Defendant CRISIS24, INC. ("Defendant Crisis 24 Inc."), Defendant CRISIS24 PROTECTIVE SOLUTIONS HOLDINGS, INC. ("Defendant Crisis24 Holdings"), Defendant CRISIS24 PROTECTIVE SOLUTIONS, INC. ("Defendant Crisis24 Protective Inc."), Defendant CRISIS24 MEDICAL SOLUTIONS, INC. ("Defendant Crisis24 Medical"), and Defendant CRISIS24 GLOBAL PROTECTIVE SOLUTIONS ("Defendant Crisis24 Global") (collectively, "DEFENDANTS") in California from October of 2022 through June of 2025, as a resident security agent in Palo Alto, California. Plaintiff was employed by Defendants 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 Crisis LP and/or Defendant Crisis24 Inc. and/or Defendant Crisis24 Holdings and/or Defendant Crisis24 Protective Inc. and/or Defendant Crisis24 Medical and/or Defendant Crisis24 Global 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 Defendants Defendant Crisis LP and/or Defendant Crisis24 Inc. and/or Defendant Crisis24 Holdings and/or Defendant Crisis24 Protective Inc. and/or Defendant Crisis24 Medical and/or Defendant Crisis24 Global 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 and personal vehicles. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones and personal vehicles, 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 use of their personal cell phones and personal vehicles. 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 and personal vehicles, all on behalf of and for the benefit of Defendants. For example, during the pay period of May 5, 2025, through May 11, 2025, Defendants required Plaintiff to use Plaintiff's personal cell phone and personal vehicle. However, as evidenced by the example below, Defendants failed to reimburse Plaintiff for the use of Plaintiff's personal cell phone and personal vehicle.

		Statement of Earnings		(954)252-0166	Check Date: 05/16/2025	Check #: 1111158224
Crisis24 Protective Solutions, Inc. P.O. Box 2663		Boca Raton FL 33431		Pay Period: 5/5/2025 THRU 5/11/2025		
Holstein, Tylor	SSN: ***-**-****	Empl Type: None	Exemptions: Fed E 5500 State M 03	Employee #: 932401079		
HOURS AND EARNINGS				NON-TAX COMPENSATIONS		TAXES
* May be rounded				This Period		This Period
Description	Pay Type: Hourly	CURRENT Rate Hours Earnings	YTD Hours Earnings	Description	Period	YTD
Sick		45.000 44.00 1980.00	68.00 3080.00	PTCA	150.81	973.93
Regular		45.000 8.00 360.00	200.00 9000.00	Medicare	35.27	227.77
Overtime		67.500 1.00 67.50	45.82 3092.85	CA WHI	78.40	488.13
Doubletime			4.23 380.70	CA State Disability	29.19	188.50
				Total	293.67	1879.33
				NON-TAX DEDUCTIONS		OTHER INFORMATION
				This Period		5/5/2025 YTD Thru 5/11/2025
				Description	Period	YTD
				PTC		
				Begin	12.38	
				Accrued	0.52	12.30
				Used	0.00	0.00
				Hours Lost	0.00	0.00
				Cash Out	0.00	0.00
				Adjustments	0.00	0.00
				Available Balance	12.90	
				Sick		
				Begin	-48.00	
				Accrued	0.00	72.00
				Used	-44.00	-68.00
				Hours Lost	0.00	0.00
				Cash Out	0.00	0.00
				Adjustments	0.00	0.00
				Available Balance	4.00	
				Critical Illness		
				Begin	144.89	1012.83
				Accrued	19.03	119.58
				Used	16.61	116.27
				Critical Illness	12.62	75.72
				Critical Illness	11.72	82.04
				Voluntary Life	10.97	65.82
				Critical Illness	9.60	73.64
				Total	25.00	175.00
				TAXABLE DEDUCTIONS		
				IMPORTANT MESSAGE		

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



Crisis24 Protective Solutions, Inc.
P.O. Box 2663

Statement of Earnings

Boca Raton FL 33431

(954)252-0166

Check Date: 06/04/2025 Check #: 1111161264

Pay Period: 5/26/2025 THRU 6/1/2025

Holstein, Tylor		SSN: ***-**-****	Empl Type: None		Exemptions: Fed E \$500 State M 03		Employee #: 932401079		
HOURS AND EARNINGS				* May be rounded		NON-TAX COMPENSATIONS		TAXES	
Pay Type: Hourly		CURRENT		YTD		This Period		This Period	
Description	Rate	Hours	Earnings *	Hours	Earnings	Description	YTD	Description	YTD
Regular	50.000	16.00	800.00	303.00	14150.02			FICA	99.57 1402.44
PTO	50.000	15.00	750.00	15.00	750.00			Medicare	23.29 327.98
Sick	50.000	1.00	50.00	69.00	3110.00			CA W/H	25.71 623.99
Overtime	75.000	0.08	6.00	46.68	3157.35			CA State Disability	19.27 271.44
Doubletime				4.23	380.70				
								Total	187.84 2625.85
						NON-TAX DEDUCTIONS		OTHER INFORMATION	
						This Period		5/26/2025 YTD Thru 6/1/2025	
Description						YTD		Description	
Total						32.08 1606.00		PTO	
								Begin 17.48	

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, including but not limited to, sending and receiving work-related communications, attending work-required trainings, creating training materials, and performing security sweeps. 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.

Reporting Time Violations: During the last year, Defendants from time to time required Plaintiff and Aggrieved Employees to report to work, but were furnished less than half their scheduled shift's worth of work and/or less than two (2) hours of work for a second reporting, and were not paid reporting time pay as required by California Code of Regulations, title 8, section 11040, subdivisions (A) and (B) and the applicable IWC Wage Orders. Subdivision 5(A) states, "(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage."

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 explanation 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. For example, Defendants' unlawful rounding policy and practice is evidenced in the example below, wherein Defendants rounded Plaintiff's time to the nearest quarter-hour interval.

		Statement of Earnings			(954)262-0166	Check Date: 05/16/2025	Check #: 1111158224
Crisis24 Protective Solutions, Inc. P.O. Box 2668		Boon Platon FL 33431		Pay Period: 5/5/2025 THRU 5/11/2025			
Holstein, Tyler	SSN: ***-**-****	Empl Type: None	Exemptions: Fed E \$600 State M 00	Employee #: 932401079			
HOURS AND EARNINGS * May be rounded				NON-TAX COMPENSATIONS		TAXES	
Description	Pay Type: Hourly	Rate	CURRENT Hours Earnings *	Hours	YTD Earnings	Description	This Period YTD
Sick		45.000	44.00 1980.00	66.00	3060.00	FICA	150.81 973.90
Regular		45.000	8.00 360.00	200.00	9000.00	Medicare	36.27 227.77
Overtime		67.500	1.00 67.50	45.82	3092.85	CA WH	78.40 489.13
Doubletime				4.23	380.70	CA State Disability	29.19 188.50
						Total	293.67 1679.30
				NON-TAX DEDUCTIONS		OTHER INFORMATION	
Description	This Period	YTD	Description	This Period	YTD Thru 5/11/2025	YTD Thru 5/11/2025	
Total	53.00	2407.50			PTO	12.38	

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 Plaintiff or any penalty wages owed to Plaintiff 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 18, 2025, Plaintiff caused written requests 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; (4) time records; and (5) 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 notice, Defendants have still failed to pay Plaintiff the statutory penalty in the amount of \$750. Defendants violated California Labor Code Sections 226, 432 1198.5 and the applicable IWC Wage Orders by failing to respond and provide Plaintiff with their employment file. Section 226 requires employers to make payroll records available to employees upon reasonable request. Section 432 entitles employees to receive copies of any signed documents relating to the obtaining or holding of employment. 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.

Defendants also include DOES 1-50, the true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise, are presently unknown to Plaintiff who therefore sues these Defendants by such fictitious names. 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, including DOES 1-50, 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.

Very truly yours,

Nicole Noursamadi

ZAKAY LAW GROUP, APC

Nicole Noursamadi, Esq.