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ELECTRONICALLY FILED

Superior Court of California,

County of San Diego

6/2/2026 4:10:02 PM

Clerk of the Superior Court

By D. Donaldson ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

NATASHA TAYLOR, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

COMPONENT CONTROL.COM, INC., a
Corporation; CAMP SYSTEMS
INTERNATIONAL INC., a Corporation;
THE HEARST CORPORATION, a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 26CU030100C

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 204, 210, 226(a), 226(a)(2), 226.7,
246, 510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), and the applicable
Wage Order(s).

1 Plaintiff Natasha Taylor ("PLAINTIFF"), on behalf of the people of the State of
2 California and as an "aggrieved employee" acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, ("PAGA") only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendants Component Control.com, Inc.,
8 Camp Systems International Inc. and The Hearst Corporation (referred to as "DEFENDANT")
9 seeking only to recover PAGA civil penalties on behalf of all current and former aggrieved
10 employees that worked for DEFENDANT. PLAINTIFF does **not seek to recover anything**
11 **other than penalties as permitted by California Labor Code § 2699**. To the extent that
12 statutory violations are mentioned for wage violations, PLAINTIFF does not seek underlying
13 general and/or special damages for those violations, but simply the civil penalties permitted by
14 California Labor Code § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.

25 THE PARTIES

26 5. Component Control.com, Inc. ("DEFENDANT") is a corporation that at all
27 relevant times mentioned herein conducted and continues to conduct substantial business in
28

1 California.

2 6. Camp Systems International Inc. ("DEFENDANT") is a corporation that at all
3 relevant times mentioned herein conducted and continues to conduct substantial business in
4 California.

5 7. The Hearst Corporation ("DEFENDANT") is a corporation that at all relevant
6 times mentioned herein conducted and continues to conduct substantial business in California.

7 8. The entities named in paragraphs 5-7 above (and any DOE entities later named)
8 are the joint employers of PLAINTIFF as evidenced by paycheck, standardized company
9 employment handbooks, by standardized policies and procedures, by the company PLAINTIFF
10 performs work for respectively and are therefore jointly responsible as employers for the
11 conduct alleged herein, and are therefore collectively referred to herein as ("DEFENDANT").

12 9. DEFENDANT distributes and provides MRO and logistics software for the
13 aviation industry in California.

14 10. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF's
15 employment with DEFENDANT started in October 23, 2023. PLAINTIFF has been at all times
16 classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled
17 to the legally required meal and rest periods and payment of minimum and overtime wages due
18 for all time worked.

19 11. PLAINTIFF, and such persons that may be added from time to time who satisfy
20 the requirements and exhaust the administrative procedures under the Private Attorney General
21 Act, brings this Representative Action on behalf of the State of California with respect to all
22 individuals who are or previously were employed by Component Control.com, Inc. and/or Camp
23 Systems International Inc. and/or The Hearst Corporation in California, including any
24 employees staffed with Component Control.com, Inc. and/or Camp Systems International Inc.
25 and/or The Hearst Corporation by a third party, and classified as non-exempt employees
26 ("AGGRIEVED EMPLOYEES") during the time period of February 19, 2025 until a date as
27 determined by the Court (the "PAGA PERIOD").
28

1 12. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
2 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
3 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
4 violation of California Labor Code §§ 204, 210, 226(a), 226(a)(2), 226.7, 246, 510, 512,
5 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
6 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
7 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
8 within the meaning of Labor Code § 2699.

9 13. The true names and capacities, whether individual, corporate, subsidiary,
10 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
11 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
12 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
13 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
14 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
15 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
16 50, inclusive, are responsible in some manner for one or more of the events and happenings
17 that proximately caused the injuries and damages hereinafter alleged.

18 14. The agents, servants and/or employees of the Defendants and each of them
19 acting on behalf of the Defendants acted within the course and scope of his, her or its
20 authority as the agent, servant and/or employee of the Defendants, and personally
21 participated in the conduct alleged herein on behalf of the Defendants with respect to the
22 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
23 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
24 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
25 conduct of the Defendants' agents, servants and/or employees.

26 **THE CONDUCT**

27 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
28 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time

1 worked, meaning the time during which an employee is subject to the control of an
2 employer, including all the time the employee is suffered or permitted to work.
3 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
4 paying them for all the time they are under DEFENDANT's control. Among other things,
5 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
6 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
7 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
8 break. DEFENDANT, as a matter of established company policy and procedure,
9 administers a uniform practice of rounding the actual time worked and recorded by
10 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
11 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
12 EMPLOYEES are paid less than they would have been paid had they been paid for actual
13 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
14 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
15 breaks by working without their time being correctly recorded and without compensation at
16 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
17 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
18 records.

19 16. State law provides that employees must be paid overtime and meal and rest
20 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
21 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
22 tied to specific elements of an employee's performance.

23 17. The second component of PLAINTIFF's and the AGGRIEVED
24 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
25 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
26 performance for DEFENDANT. The non-discretionary incentive program provided all
27 employees paid on an hourly basis with incentive compensation when the employees met the
28 various performance goals set by DEFENDANT. However, when calculating the regular

1 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
2 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
3 compensation as part of the employees' "regular rate of pay" for purposes of calculating
4 overtime pay and meal and rest break premium pay. Management and supervisors described
5 the incentive program to potential and new employees as part of the compensation package.
6 As a matter of law, the incentive compensation received by PLAINTIFF and the
7 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
8 do so has resulted in a underpayment of overtime compensation and meal and rest break
9 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

10 18. As a result of their rigorous work schedules, PLAINTIFF and the
11 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
12 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
13 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
14 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
15 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
16 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
17 which these employees were required by DEFENDANT to work ten (10) hours of work.
18 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
19 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
20 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
21 and in accordance with DEFENDANT's corporate policy and practice.

22 19. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
23 EMPLOYEES were also required from time to time to work in excess of four (4) hours
24 without being provided ten (10) minute rest periods. Further, these employees were denied
25 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
26 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
27 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
28 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)

1 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
2 also not provided with one hour wages in lieu thereof. Additionally, the applicable
3 California Wage Order requires employers to provide employees with off-duty rest periods,
4 which the California Supreme Court defined as time during which an employee is relieved
5 from all work related duties and free from employer control. In so doing, the Court held that
6 the requirement under California law that employers authorize and permit all employees to
7 take rest period means that employers must relieve employees of all duties and relinquish
8 control over how employees spend their time which includes control over the locations
9 where employees may take their rest period. Employers cannot impose controls that prohibit
10 an employee from taking a brief walk - five minutes out, five minutes back. Here,
11 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
12 unconstrained walks and is unlawful based on DEFENDANT's rule which states
13 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
14 their rest period.

15 20. During the PAGA PERIOD, DEFENDANT failed to accurately record and
16 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
17 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
18 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
19 all time worked, meaning the time during which an employee was subject to the control of
20 an employer, including all the time the employee was permitted or suffered to permit this
21 work. DEFENDANT required these employees to work off the clock without paying them
22 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
23 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
24 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
25 EMPLOYEES forfeited time worked by working without their time being accurately
26 recorded and without compensation at the applicable minimum wage and overtime wage
27 rates. To the extent that the time worked off the clock does not qualify for overtime
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1 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
2 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

3 21. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
4 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
5 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
6 provides that every employer shall furnish each of his or her employees with an accurate
7 itemized wage statement in writing showing, among other things, gross wages earned and all
8 applicable hourly rates in effect during the pay period and the corresponding amount of time
9 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
10 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
11 during the pay period and the total hours worked, and the applicable pay period in which the
12 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
13 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
14 identify such information. More specifically, the wage statements failed to identify the
15 accurate total hours worked each pay period. When the hours shown on the wage statements
16 were added up, they did not equal the actual total hours worked during the pay period in
17 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
18 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
19 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
20 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
21 statements which violated Cal. Lab. Code § 226.

22 22. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
23 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
24 the wages are paid not more than seven (7) calendar days following the close of the payroll
25 period. Cal. Lab. Code § 210 provides:

26 in [I]n addition to, and entirely independent and apart from, any other penalty provided
27 this article, every person who fails to pay the wages of each employee as provided in
28 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars

1 (\$200) for each failure to pay each employee, plus 25 percent of the amount
2 unlawfully withheld.

3 23. DEFENDANT from time to time failed to pay PLAINTIFF and the
4 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
5 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
6 wage payments.

7 24. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
8 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
9 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
10 employees earn non-discretionary remuneration, including, but not limited to, incentives,
11 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
12 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
13 their base rates of pay.

14 25. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
15 employees be calculated by dividing the employee’s total wages, not including overtime
16 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
17 days of employment.

18 26. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
19 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
20 earned non-discretionary incentive wages which increased their regular rate of pay.
21 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
22 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
23 required under Cal. Lab. Code Section 246.

24 27. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
25 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
26 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
27 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
28 2802, employers are required to indemnify employees for all expenses incurred in the course

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

6 28. In the course of their employment PLAINTIFF and the AGGRIEVED
7 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
8 personal cellular phones as a result of and in furtherance of their job duties as employees for
9 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
10 associated with the use of their personal cellular phones for DEFENDANT's benefit.
11 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
12 DEFENDANT to use their personal cellular phones. As a result, in the course of their
13 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
14 incurred unreimbursed business expenses which included, but were not limited to, costs
15 related to the use of their personal cellular phones all on behalf of and for the benefit of
16 DEFENDANT.

17 18 **JURISDICTION AND VENUE**

19 29. This Court has jurisdiction over this Action pursuant to California Code of
20 Civil Procedure, Section 410.10.

21 30. Venue is proper in this Court pursuant to California Code of Civil Procedure,
22 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
23 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
24 facilities in this County and/or conducts substantial business in this County, and (ii)
25 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
26 AGGRIEVED EMPLOYEES.

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1 **FIRST CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab. Code §§ 2698]**

4 **(By PLAINTIFF and Against All Defendants)**

5 31. PLAINTIFF realleges and incorporates by this reference, as though fully set
6 forth herein, the prior paragraphs of this Complaint.

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

17 33. PLAINTIFF, and such persons that may be added from time to time who
18 satisfy the requirements and exhaust the administrative procedures under the Private
19 Attorney General Act, brings this Representative Action on behalf of the State of California
20 with respect to all individuals who are or previously were employed by Component
21 Control.com, Inc. and/or Camp Systems International Inc. and/or The Hearst Corporation in
22 California, including any employees staffed with Component Control.com, Inc. and/or
23 Camp Systems International Inc. and/or The Hearst Corporation by a third party, and
24 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
25 period of February 19, 2025 until a date as determined by the Court (the "PAGA PERIOD").

26 34. On February 19, 2026, PLAINTIFF gave written notice by electronic mail to
27 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
28 employer of the specific provisions of this code alleged to have been violated as required by

1 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
2 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
3 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
4 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
5 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

6 35. The policies, acts and practices heretofore described were and are an unlawful
7 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
8 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
9 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
10 (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees
11 for required expenses, all in violation of the applicable Labor Code sections listed in Labor
12 Code §§ 204, 210, 226(a), 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
13 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
14 and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
15 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
16 Labor Code Private Attorney General Act of 2004 as the representative of the State of
17 California for the illegal conduct perpetrated on other AGGRIEVED EMPLOYEES.

18 19 **PRAYER FOR RELIEF**

20 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
21 severally, as follows:

22 1. On behalf of the State of California and with respect to other AGGRIEVED
23 EMPLOYEES:

24 A) Recovery of civil penalties as prescribed by the Labor Code Private
25 Attorneys General Act of 2004; and,

26 B) An award of attorneys' fees and cost of suit, as allowable under the

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1 law, including, but not limited to, pursuant to Labor Code §2699.

2 Dated: June 2, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

3
4 By: /s/ Norman Blumenthal
5 Norman B. Blumenthal
6 Kyle R. Nordrehaug
7 Nicholas J. De Blouw

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

1004

February 19, 2026

CA3786

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

The Hearst Corporation
Certified Mail #9589071052700057730346
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Natasha Taylor (“Plaintiff”) and all other Aggrieved Employees of Component Control.com, Inc. and/or Camp Systems International Inc. and/or The Hearst Corporation (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Component Control.com, Inc. and/or Camp Systems International Inc. and/or The Hearst Corporation in California, including any employees staffed with Component Control.com, Inc. and/or Camp Systems International Inc. and/or The Hearst Corporation by a third party, and classified as non-exempt employees during the time period of February 19, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant in California since October 23, 2023. Plaintiff has been at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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Specifically, Plaintiff has been employed by Defendant as a finance and accounting technician since October 23, 2023 working at 1731 Kettner Blvd., San Diego 92102 and remotely from her home in San Diego, CA. Plaintiff performed her job duties consisting of responding to and fixing hundreds of repair tickets a day from clients of Defendant who use Defendant's aviation software. Depending on how complex the issue was, completing a ticket could take a substantial amount of time. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Plaintiff was regularly unable to take rest breaks and took many of her meal breaks late, after the 5th hour of work as a result of her strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Because of how complex and time consuming these repair tickets were, Plaintiff was rarely able to take rest breaks, and her meal breaks were late, missed, or interrupted from time to time during the PAGA Period. Plaintiff would have to take control of a client's computer, implement the software itself, and fix whatever was wrong with Defendant's product. If Plaintiff were to have taken a meal or rest break, the repair tickets would pile up adding to Plaintiff's already strenuous daily workload. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from August 4, 2025 to August 17, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Further, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime, meal and rest break premium pay, and sick pay during certain pay periods. For example, Defendant paid Plaintiff, including but not limited to, "Dom Partner" non-discretionary incentive wages during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid break premiums, and/or was paid sick pay wages. As a result, Defendant underpaid Plaintiff her wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Further, Defendant violated Cal. Lab. Code 226(a)(2) as Defendant allocated non-worked "PTO CA" and "Unpaid Leave" hours to actual regular and

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overtime hours worked. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with her job duties mentioned above. There were instances where Plaintiff would clock out for her meal break, then keep responding to tickets for repairs that would come in. Plaintiff would also talk to clients, co-workers, and supervisors while clocked out for a meal break. Further, Plaintiff would start performing her job duties prior to clocking in to get a head start and after clocking out to ensure she finished going through each ticket. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where she had to use her personal cell phone. Plaintiff used her personal cell phone to talk to clients, co-workers, managers. Plaintiff would call or text managers for help with complex repairs. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on her cell phone.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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**WRITERS E-MAIL:
nick@bamlawca.com**

**WRITERS EXT:
1004**

**February 19, 2026
CA3786**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Camp Systems International Inc.
Certified Mail #9589071052700057730339
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203**

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Natasha Taylor (“Plaintiff”) and all other Aggrieved Employees of Component Control.com, Inc. and/or Camp Systems International Inc. and/or The Hearst Corporation (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Component Control.com, Inc. and/or Camp Systems International Inc. and/or The Hearst Corporation in California, including any employees staffed with Component Control.com, Inc. and/or Camp Systems International Inc. and/or The Hearst Corporation by a third party, and classified as non-exempt employees during the time period of February 19, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant in California since October 23, 2023. Plaintiff has been at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime

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wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff has been employed by Defendant as a finance and accounting technician since October 23, 2023 working at 1731 Kettner Blvd., San Diego 92102 and remotely from her home in San Diego, CA. Plaintiff performed her job duties consisting of responding to and fixing hundreds of repair tickets a day from clients of Defendant who use Defendant's aviation software. Depending on how complex the issue was, completing a ticket could take a substantial amount of time. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Plaintiff was regularly unable to take rest breaks and took many of her meal breaks late, after the 5th hour of work as a result of her strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Because of how complex and time consuming these repair tickets were, Plaintiff was rarely able to take rest breaks, and her meal breaks were late, missed, or interrupted from time to time during the PAGA Period. Plaintiff would have to take control of a client's computer, implement the software itself, and fix whatever was wrong with Defendant's product. If Plaintiff were to have taken a meal or rest break, the repair tickets would pile up adding to Plaintiff's already strenuous daily workload. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from August 4, 2025 to August 17, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Further, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime, meal and rest break premium pay, and sick pay during certain pay periods. For example, Defendant paid Plaintiff, including but not limited to, "Dom Partner" non-discretionary incentive wages during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid break premiums, and/or was paid sick pay wages. As a result, Defendant underpaid Plaintiff her wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As

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Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with her job duties mentioned above. There were instances where Plaintiff would clock out for her meal break, then keep responding to tickets for repairs that would come in. Plaintiff would also talk to clients, co-workers, and supervisors while clocked out for a meal break. Further, Plaintiff would start performing her job duties prior to clocking in to get a head start and after clocking out to ensure she finished going through each ticket. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where she had to use her personal cell phone. Plaintiff used her personal cell phone to talk to clients, co-workers, managers. Plaintiff would call or text managers for help with complex repairs. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on her cell phone.

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Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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February 19, 2026

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VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

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CT Corporation System
AMANDA GARCIA
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GLENDALE, CA 91203

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Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

EXHIBIT #1



Component Control Com Inc.
11 Continental Blvd
Merrimack, NH 03054
603-595-0030

Pay Statement

Period Start Date 08/04/2025
Period End Date 08/17/2025
Pay Date 08/21/2025
Document 29271

Net Pay \$1,352.72

Pay Details

Natasha Denise Taylor [Redacted] [Redacted] [Redacted] USA	Employee Number	[Redacted]	Pay Group	AUR
	SSN	[Redacted]	Location	San Diego
	Job	Finance & Accounting Tech	Line Of Bus	2047 - ERP Software
	Pay Rate	\$30.2571	Department	70130 - Customer Support
	Pay Frequency	Biweekly	Branch	600226 - Quantum
			Exec Level	PV - Peter Velikin

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
Regular Pay	74.590000	\$30.2571	\$2,256.88	\$34,849.35
Holiday	0.000000	\$0.0000	\$0.00	\$1,192.40
Holiday Float	0.000000	\$0.0000	\$0.00	\$238.48
PTO CA	5.000000	\$30.2571	\$151.29	\$1,709.46
Overtime	2.200000	\$45.3857	\$99.85	\$782.18
Dom Partner			\$424.01	\$7,208.17
Group Term Life			\$1.84	\$30.48

Total Hours 81.790000

Deductions

Deduction	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
401K	Yes	\$150.48	\$2,326.29	\$0.00	\$0.00
Dental PT	No	\$9.28	\$157.76	\$0.00	\$0.00
Dental United	Yes	\$11.44	\$194.48	\$20.71	\$352.07
Dom Partner	No	\$424.01	\$7,208.17	\$0.00	\$0.00
EE CI	No	\$4.71	\$80.07	\$0.00	\$0.00
EE Life	No	\$0.25	\$4.25	\$0.00	\$0.00
FSA Medical	Yes	\$126.93	\$2,157.81	\$0.00	\$0.00
Group Term Life	No	\$1.84	\$30.48	\$0.00	\$0.00
Hospital	No	\$4.94	\$83.98	\$0.00	\$0.00
Medical UHC H	Yes	\$125.39	\$2,131.63	\$789.96	\$13,429.32
MetLife Legal	No	\$11.08	\$188.36	\$0.00	\$0.00
Misc	No	\$0.00	\$4,155.32	\$0.00	\$0.00
UHC HRA PT DP	No	\$137.93	\$2,344.81	\$0.00	\$0.00

Deduction	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
Vision PT	No	\$0.95	\$16.15	\$0.00	\$0.00
Voluntary LTD	No	\$7.38	\$123.70	\$0.00	\$0.00
VSP Vision	Yes	\$1.59	\$27.03	\$2.54	\$43.18
AD&D	No	\$0.00	\$0.00	\$0.70	\$11.74
ER Basic Life	No	\$0.00	\$0.00	\$3.62	\$60.58
ER Match	No	\$0.00	\$0.00	\$100.32	\$1,550.87
ER Paid STD	No	\$0.00	\$0.00	\$0.97	\$16.49

Taxes

Tax	Current	YTD
Federal Income Tax	\$231.43	\$3,379.14
Employee Medicare	\$38.69	\$601.74
Social Security Employee Tax	\$165.44	\$2,572.97
CA State Income Tax	\$95.39	\$1,333.05
CA Disability Employee	\$32.00	\$497.63

Paid Time Off

Plan	Current	Balance
Floating Hol	0.0000	8.0000
PTO CA	4.6200	44.9100
Volunteer	0.0000	16.0000

Net Pay Distribution

Account Number	Account Type	Amount
██████████	██████████	\$100.00
██████████	██████████	\$1,252.72
Total		\$1,352.72

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$2,933.87	\$2,518.04	\$562.95	\$1,018.20	\$1,352.72
YTD	\$46,010.52	\$39,173.28	\$8,384.53	\$21,230.29	\$16,395.70