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County of Sacramento
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

VIANNA MONARQUE RALH, and LESLIE CHASCO-ORTEGA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

RO HEALTH, LLC, a Delaware limited liability company; RO HEALTH, INC., an unknown business entity; RO HEALTH HOLDINGS, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 25CV022017

Honorable Jill H. Talley
Department 8A

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES, & ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.

(1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
(2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
(3) Violation of California Labor Code § 226.7 and 512 (Unpaid Rest Period Premiums);
(4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
(5) Violation of California Labor Code §§ 201-203, and 227.3 (Final Wages Not Timely Paid);
(6) Violation of California Labor Code § 204 and 227.3 (Wages Not Timely Paid During Employment);
(7) Violation of California Labor Code § 226(a), and 226.3 (Non-Compliant Wage Statements);
(8) Violation of California Labor Code § 226 and 1174(d) (Failure To Keep Requisite Payroll Records);
(9) Violation of California Labor Code § 201, 202, 203, 204, 233, and 246 (Failure to Record and Pay Sick Leave)

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(10) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
(11) Violation of California Business & Professions Code § 17200, et seq.
(12) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs VIANNA MONARQUE RALH ("Plaintiff RALH"), and LESLIE CHASCO-ORTEGA ("Plaintiff CHASCO-ORTEGA") (collectively, "Plaintiffs"), individually, and on behalf of other members of the general public similarly situated, and on behalf other aggrieved employees pursuant to the California Private Attorneys General Act ("PAGA"), and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for each named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars ($75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

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4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Sacramento.

PARTIES

5. Plaintiff VIANNA MONARQUE RALH is an individual residing in the State of California, County of Sacramento.

6. Plaintiff LESLIE CHASCO-ORTEGA is an individual residing in the State of California., County of Riverside.

7. Defendant RO HEALTH, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

8. Defendant RO HEALTH, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

9. Defendant RO HEALTH HOLDINGS, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

10. At all relevant times, Defendants RO HEALTH, LLC, RO HEALTH, INC., and RO HEALTH HOLDINGS, LLC were the "employer" of Plaintiffs within the meaning of all applicable California laws and statutes.

11. At all times herein relevant, Defendants RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators, and/or assigns each of the other, and at all times relevant hereto, were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of each

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defendant designated as a DOE herein.

12. The true names and capacities, whether corporate, associate, individual, or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue defendants by such fictitious names. Plaintiffs are informed and believe, and based thereon, alleges that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

13. Defendant RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

14. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

15. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated and, thus, seeks class certification under California Code of Civil Procedure section 382.

16. The proposed class is defined as follows:

Class: All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from September 16, 2021, the filing of this Complaint to final judgment.

Subclass A: All class members who were subject to Defendants' practice of rounding time recorded for purposes of calculating compensation for time worked or for calculating meal periods.

17. Plaintiffs reserve the right to establish additional subclasses as appropriate.

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18. The class is ascertainable, and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals, and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs' claims are typical of all other class members as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect

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retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

19. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code was willful;

b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;

d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;

e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;

f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;

g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;

h. Whether Defendants complied with wage reporting as required by the California Labor Code, including, *inter alia*, section 226;

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i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);

j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;

k. Whether Defendants' conduct was willful or reckless;

l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

20. At all times herein set forth, California Private Attorneys General Act ("PAGA") was applicable to Plaintiffs employment by Defendants.

21. Unless otherwise specified, all citations and references to the PAGA statute are to the amended version of that statute effective July 1, 2024; the amended statute does apply to this action pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency was provided by Plaintiff RALH on September 16, 2025 and Plaintiff CHASCO-ORTEGA on January 8, 2026, which are after June 19, 2024.

22. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the Workforce Development Agency ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

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23. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

24. Plaintiffs were employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiffs and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

25. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

26. On September 16, 2025, Plaintiff RALH provided written notice by online submission to the LWDA and by U.S Certified Mail to Defendants RO HEALTH, LLC, RO HEALTH, INC., AND RO HEALTH HOLDINGS, LLC of the specific provisions of the

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California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff RALH did not receive an LWDA Notice within sixty-five (65) days of the date of the submission of Plaintiff's Notice. Plaintiff RALH has not received any notice of Defendants' intention to cure the alleged violations.

27. On January 8, 2026, Plaintiff CHASCO-ORTEGA provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants RO HEALTH, LLC and RO HEALTH, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff CHASCO-ORTEGA has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff CHASCO-ORTEGA's notice. Plaintiff CHASCO-ORTEGA has not received any notice of Defendants' intention to cure the alleged violations.

28. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, in addition to other remedies, for the violations alleged herein.

GENERAL ALLEGATIONS

29. At all relevant times set forth herein, Defendants employed Plaintiffs, the other class members, and the other aggrieved employees as hourly-paid or non-exempt employees within the State of California, including the County of Sacramento.

30. Defendants, jointly and severally, employed Plaintiff RALH as an hourly-paid, non-exempt employee from approximately January 2025 to approximately May 2025 in the State of California, County of Sacramento.

31. Defendants, jointly and severally, employed Plaintiff CHASCO-ORTEGA as an hourly-paid, non-exempt employee, from approximately March 2025 to approximately October 2025, in the State of California.

32. Defendants hired Plaintiffs, the other class members, and other aggrieved employees and classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

33. Defendants had the authority to hire and terminate Plaintiffs, the other class

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members, and the other aggrieved employees, to set work rules and conditions governing Plaintiffs', the other class members', and the other aggrieved employees employment, and to supervise their daily employment activities.

34. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs', the other class members', and the other aggrieved employees employment for them to be joint employers of Plaintiffs and the other class members.

35. Defendants directly hired and paid wages and benefits to Plaintiffs, the other class members, and the other aggrieved employees.

36. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

37. Plaintiffs, the other class members, and the other aggrieved employees worked over eight (8) hours in a day and/or forty (40) hours in a week during their employment with Defendants.

38. Plaintiffs are informed and believe, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks, and/or failing to pay at the proper rate, in violation of California law.

39. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

40. Plaintiffs are informed and believe, and based thereon alleges, that Defendants failed to provide Plaintiffs, the other class members, and the other aggrieved employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission ("IWC") Wage Orders, and, thus, they are entitled to any and all applicable penalties.

41. Plaintiffs are informed and believe, and based thereon alleges, that Defendants

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knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class members' regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class members' regular rate of pay when a meal period was missed.

42. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs, the other class members', and the other aggrieved employees regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class members' regular rate of pay when a rest period was missed.

43. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

44. Plaintiffs are informed and believe, and based thereon alleges, that Defendants rounded the work time recorded by Plaintiffs, the other class members, and the other aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiffs and the other class members being underpaid for their time worked.

45. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not receive all such wages owed to them at the time of their discharge or resignation.

46. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved

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employees were entitled to receive all wages owed to them during their employment. Plaintiffs, the other class members, and the other aggrieved employees did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

47. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs, the other class members, and the other aggrieved employees and the failure to include the name and address of the legal entity that is the employer.

48. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs, the other class members, and the other aggrieved employees in accordance with California law, but they did not keep complete and accurate payroll records.

49. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses.

50. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiffs, the other class members, and the other aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so and falsely represented to Plaintiffs, the other class members, and the other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

51. During the relevant time period, Defendants failed to pay overtime wages to Plaintiffs, the other class members, and the other aggrieved employees for all overtime hours worked. Plaintiffs, the other class members, and the other aggrieved employees were required

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to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all overtime hours worked.

52. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs, the other class members, and the other aggrieved employees.

53. During the relevant time period, Defendants failed to pay Plaintiffs, the other class members, and the other aggrieved employees at least minimum wages for all hours worked.

54. During the relevant time period, Defendants rounded the work time recorded by Plaintiffs, the other class members, and the other aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiffs and the other class members being underpaid for their time worked.

55. During the relevant time period, Defendants failed to pay Plaintiffs, the other class members, and the other aggrieved employees all wages owed to them upon discharge or resignation.

56. During the relevant time period, Defendants failed to pay Plaintiffs, the other class members, and the other aggrieved employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

57. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs, the other class members, and the other aggrieved employees.

58. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs, the other class members, and the other aggrieved employees.

59. During the relevant time period, Defendants failed to reimburse Plaintiffs, the other class members, and the other aggrieved employees for all necessary business-related expenses and costs.

60. During the relevant time period, Defendants failed to provide Plaintiffs and the other aggrieved employees with a day of rest as required by California Labor Code sections 551

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and 552.

61. During the relevant time period, Defendants failed to properly compensate Plaintiffs, the other class members, and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

62. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100)

63. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 61, and each and every part thereof with the same force and effect as though fully set forth herein.

64. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either one-and-one-half times (1.5x) or two times (2x) that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

65. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members who worked more than eight (8) hours in a day or forty (40) hours in a workweek at the rate of one-and-one-half times (1.5x) all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek.

66. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times (2x) their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

67. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times (1.5x) the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the

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seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

68. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day and/or forty (40) hours in a week.

69. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

70. Defendants' failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198.

71. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100)

72. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 70, and each and every part thereof with the same force and effect as though fully set forth herein.

73. At all relevant times, the IWC Wage Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

74. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by the applicable IWC Wage Order.

75. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to

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work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

76. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause, or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee, only if the first meal period was not waived.

77. During the relevant time period, Plaintiffs and the other class members, who were scheduled to work no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for more than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

78. During the relevant time period, Plaintiffs and the other class members, who were scheduled to work in excess of six (6) hours, were required to work more than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

79. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate them the full meal period premium for work performed during meal periods.

80. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

81. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

82. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one

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additional hour of pay at the employees' regular rate of compensation for each work day that a meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7 and 512)

(Against RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100)

83. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

84. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 and 512 were applicable to Plaintiffs' and the other class members' employment by Defendants.

85. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by the applicable IWC Wage Order.

86. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked, or major fraction thereof," unless the total daily work time is less than three and one-half (3 ½) hours.

87. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute net rest period per each four (4) hour period worked.

88. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

89. During the relevant time period, Defendants failed to pay Plaintiffs and the other

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class members the full rest period premium due pursuant to California Labor Code section 226.7.

90. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7 and 512.

91. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that a rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100)

92. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

93. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that employees must be paid at least minimum wage, and any lesser payment than the fixed minimum is unlawful.

94. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

95. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

96. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of $100.00 for the initial failure to timely pay each

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employee minimum wages and $250.00 for each subsequent failure to pay each employee minimum wages.

97. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201-203, and 227.3)

(Against RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100)

98. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 96, and each and every part thereof with the same force and effect as though fully set forth herein.

99. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

100. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their earned and unpaid wages within seventy-two (72) hours of their leaving Defendants' employ.

101. Defendants' failure to pay Plaintiffs and the other class members their earned and unpaid wages within seventy-two (72) hours of their leaving Defendants' employ is in violation of California Labor Code sections 201 and 202.

102. Defendants' failure to pay all vested vacation wages at the final rate of pay to Plaintiffs and the other Aggrieved Employees upon termination in accordance with California Labor Code section 227.3 constitutes unlawful and/or unfair activity prohibited by California

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Labor Code section 227.3

103. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with sections 201 and 202, then 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 is commenced; however, the wages shall not continue for more than thirty (30) days.

104. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204 and 227.3)

(Against RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100)

105. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 103, and each and every part thereof with the same force and effect as though fully set forth herein.

106. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the first and fifteenth day, inclusive of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and twenty-sixth day of the month during which the labor was performed.

107. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth and the last day, inclusive of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first and tenth day of the following month.

108. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

109. During the relevant time period, Defendants intentionally and willfully failed to

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pay Plaintiffs and the other class members all wages due to them within any time period permissible under California Labor Code section 204.

110. Defendants' failure to pay all vested vacation wages at the final rate of pay to Plaintiffs and the other Aggrieved Employees upon termination in accordance with California Labor Code section 227.3 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 227.3

111. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a) and 226.3)

(Against RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100)

112. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

113. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated with the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a

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central location within the State of California.

114. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include but are not limited to: the failure to include the total number of hours worked by Plaintiffs and the other class members and the failure to include the name and address of the legal entity that is the employer.

115. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

116. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

117. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a) or an aggregate penalty not exceeding $4,000 per employee, as well as penalties under section 226.3.

118. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 226 and 1174(d))

(Against RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100)

119. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

120. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are

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employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

121. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiffs and the other class members.

122. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

123. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest in having available, accurate, and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code § 201, 202, 203, 204, 233, and 246)

(Against RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100)

124. Plaintiffs incorporate by reference the allegations contained in paragraphs through 122, and each and every part thereof with the same force and effect as though fully set forth herein.

125. At all relevant times, California Labor Code section 246(i) provides: "[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer

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may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited." The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 246."

126. At all relevant times, California Labor Code section 201, 202, 203, 204, 233 and 246 provide that sick pay must be paid either at the employee's regular rate of pay for the workweek in which the employee uses the paid sick time, the rate of pay determined by dividing the employee's total wages by the employee's total hours worked in the full pay periods of the prior 90 days of employment, or by the same method as for other forms of paid leave time.

127. Defendants failed to pay sick pay to Plaintiffs and the other class members at the correct regular rate of pay because Defendants did not incorporate all forms of compensation.

128. As a result, Plaintiffs and the other class members have been deprived of sick pay and are entitled to recovery of such amounts as well as interest, costs, and attorney's fees

TENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100)

129. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 127, and each and every part thereof with the same force and effect as though fully set forth herein.

130. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

131. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

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132. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

133. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

ELEVENTH CAUSE OF ACTION

(Violation of California Business & Professions Code § 17200, et seq.)

(Against RO HEALTH, LLC, RO HEALTH, INC., RO HEALTH HOLDINGS, LLC, and DOES 1 through 100)

134. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 132, and each and every part thereof with the same force and effect as though fully set forth herein.

135. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

136. Defendants' activities, as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

137. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections

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226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202, and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800, and 2802.

138. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

139. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

140. Pursuant to California Business & Professions Code section 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences September 16, 2021, an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws, and an award of costs.

TWELFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against RO HEALTH, LLC, RO HEALTH INC., RO HEALTH HOLDINGS, LLC, AND DOES 1 through 100)

141. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 139, and each and every part thereof with the same force and effect as though fully set forth herein.

142. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

143. Whenever the LWDA, or any of its departments, divisions, commissions,

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boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

144. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

145. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

146. Defendants' failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

147. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

148. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by FLSA section 206 and California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

149. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201, 202, and 203 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201,

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202, and 203. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then 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 is commenced; but the wages shall not continue for more than thirty (30) days.

Failure to Timely Pay Wages During Employment

150. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Unlawful Collecting/Receiving Employee Wages

151. Defendants have intentionally and willfully collected or received from Plaintiff and the other aggrieved employees parts of their wages due to the violations alleged herein, in violation of Labor Code section 221.

Failure to Provide Complete and Accurate Wage Statements

152. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Pay Sick Wages

153. Defendants' failure to pay Plaintiff and the other class members sick pay at the employee's final rate of pay upon her separation from Defendant's employ is in violation of California Labor Code section 246 and 233.

Failure to Keep Complete and Accurate Payroll Records

154. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

155. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code

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sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

Failure to Pay Accrued Vacation

156. Defendant's failure to pay Plaintiff, the other class members, and the other aggrieved employees, all vested but unused vacation and/or paid time off at the employee's final rate of pay upon his separation from Defendant's employ is in violation of California Labor Code 227.3.

Failure to Provide Seventh Day of Rest

157. Defendants violated Labor Code section 551 and 552 by depriving Plaintiff and the other aggrieved employees of one day's rest in a seven-day workweek.

Failure to Pay Reporting Time

158. Defendants' failed to pay required reporting time for shifts in which Plaintiff and the other aggrieved employees were required to report for work, did report, but were not put to work or were furnished with less than half of the employees' usual or scheduled days' work. Defendants' conduct was in violation of Labor Code section 1198, and Wage Orders 4-2001, 5-2001, and 7-2001.

Failure to Provide Suitable Seating

159. Defendant's failure to provide suitable seating to Plaintiff, the other class members, and the other aggrieved employees when the nature of the work reasonably permits the use of seats. Defendants failures to provide adequate suitable seating in reasonable proximity when employees are not engaged in the active duties of their employment and the nature of the work requires standing, is in violation of Cal. Code Regs. Title 8, § 11070(14).

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated, pray for relief and judgment against Defendants, jointly and

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severally, as follows:

Class Certification

1. That this action be certified as a class action;

2. That Plaintiffs be appointed as the representative of the Class;

3. That counsel for Plaintiffs be appointed as Class Counsel; and

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to

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proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7, 512 and the applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

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26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, 203, and 227.3 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 and 227.3 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

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39. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a), 226.3 and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential, and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226 and 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential, and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 201, 202, 203, 204, 233, and 246 by accurately record and pay Plaintiffs and the other class members for sick leave as required by California Labor Code section 246;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For statutory penalties pursuant to California Labor Code section 203; and

51. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

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52. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

53. For actual, consequential, and incidental losses and damages, according to proof;

54. For the imposition of civil penalties and/or statutory penalties;

55. For reasonable attorneys' fees and costs of suit incurred herein; and

56. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

57. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code section 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to timely pay Plaintiffs' and the other class members' wages, failing to provide Plaintiffs and other class members with complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs.

58. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

59. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violating California Business and Professions Code section 17200, et seq.;

60. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

61. For injunctive relief to ensure compliance with this section pursuant to

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California Business and Professions Code section 17200, et seq.; and

62. For such other and further relief as the Court may deem just and proper.

As to the Twelfth Cause of Action

63. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2699 et seq.

64. Attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699(f) in the amount of a hundred dollars ($100) for each aggrieved employee per pay period for each violation were there has been a prior finding or determination that Defendants' conduct was malicious, fraudulent, or oppressive.

b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code, including but not limited to section 558, and/or other statutes.

65. For such other and further relief as the Court may deem just and proper.

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Dated: September 24, 2026

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By: 

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