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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SAMUEL HARRIS JR., individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; JUANITA HAWKINS-MOSLEY, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

CONTEMPORARY SERVICES CORPORATION, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21TRCV00684

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

Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

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COMES NOW, Plaintiff SAMUEL HARRIS JR. and Plaintiff JUANITA HAWKINS-MOSLEY (together, "Plaintiffs"), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, allege as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, *et seq*. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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 Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiffs and the other aggrieved employees took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/"nerve center" within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff SAMUEL HARRIS JR. ("Plaintiff Harris") is an individual residing in the State of California, County of Los Angeles. Plaintiff JUANITA HAWKINS-MOSLEY ("Plaintiff Hawkins-Mosley) is an individual residing in the State of California.

6. Defendant CONTEMPORARY SERVICES CORPORATION at all times herein mentioned, was and is, upon information and belief, a California corporation, and at

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all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. At all relevant times, CONTEMPORARY SERVICES CORPORATION was the "employer" of Plaintiffs within the meaning of all applicable state laws and statutes.

8. At all times herein relevant, CONTEMPORARY SERVICES CORPORATION 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 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, 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 defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, 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 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.

10. CONTEMPORARY SERVICES CORPORATION and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

11. Plaintiffs further allege that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

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PAGA ALLEGATIONS

12. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

13. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the 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.

14. 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.

15. Plaintiffs were employed by Defendants and the alleged violations were committed against them during their time of employment and they are each, 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 all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

16. 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 Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. 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

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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.

17. On July 19, 2021, Plaintiff Harris provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant CONTEMPORARY SERVICES CORPORATION 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 Harris has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff Harris's notice. On September 18, 2026, Plaintiff Harris also provided a supplemental written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant CONTEMPORARY SERVICES CORPORATION of various specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Attached hereto as Exhibit A and incorporated by reference as though fully set forth herein is Plaintiff Harris' supplemental written notice to the LWDA, submitted on September 18, 2026.

18. On May 3, 2023, Plaintiff Hawkins-Mosley provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant CONTEMPORARY SERVICES CORPORATION 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 Hawkins-Mosley has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff Hawkins-Mosley's notice. On September 18, 2026, Plaintiff Hawkins also provided a supplemental written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant CONTEMPORARY SERVICES CORPORATION of

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various specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Attached hereto as Exhibit B and incorporated by reference as though fully set forth herein is Plaintiff Hawkins' supplemental written notice to the LWDA submitted on September 18, 2026.Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 206.5, 210, 222.5, 223, 226, 226(a), 226.3, 226.7, 227.3, 233, 246, 246.5, 432, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174.5, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804 , and IWC Wage Orders including *inter alia*, Wage Order 4, 4-2001, 5-2001, and 10-2001, and California Code of Regulations, sections Title 8, Section 11040, et seq., Section 11040 Subdivision 5(A), Section 11040 Subdivision 4(C), Subdivision 5(A), 11160(5), Section 3395(d).

GENERAL ALLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiffs and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the "other aggrieved employees").

20. Defendants, jointly and severally, employed Plaintiff Harris as an hourly-paid, non-exempt employee from approximately August 2016 to the present in the State of California, County of Los Angeles.

21. Defendants, jointly and severally, employed Plaintiff Hawkins-Mosley as an hourly-paid, non-exempt employee from approximately August 2019 to approximately July 2022 in the State of California.

22. Defendants hired Plaintiffs and the other aggrieved employees, and failed to compensate them for all hours worked, missed meal periods or rest breaks.

23. Defendants had the authority to hire and terminate Plaintiffs and the other aggrieved employees, to set work rules and conditions governing Plaintiffs' and the other aggrieved employees' employment, and to supervise their daily employment activities.

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

25. Defendants directly hired and paid wages and benefits to Plaintiffs and the other aggrieved employees.

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

27. Plaintiffs 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.

28. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

29. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

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

31. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs 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 aggrieved employees' 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 aggrieved employee's regular rate of pay when a meal period was missed.

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32. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs' 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 aggrieved employees' regular rate of pay when a rest period was missed.

33. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs 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.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs 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, in fact, receive all such wages owed to them at the time of their discharge.

35. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiffs and the other aggrieved employees did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, split shifts, and reporting time wages, within any time permissible under California Labor Code section 204.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, 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 and the other aggrieved employees.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants

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knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs and the other aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

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

39. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to the accrual of sick pay in conformity with California law, however Defendants did not provide the legally-required sick pay. Plaintiffs are informed and believe, and based thereon alleges ,that at all relevant times mentioned herein, Defendants failed to provide Plaintiffs and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California law (including, without limitation labor Code section 245, et seq.), and also did not permit its use upon request as contemplated under California laws, to the detriment of Plaintiffs and other aggrieved employees.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs 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 and the other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

41. At all material times set forth herein, Defendants failed to pay overtime wages to Plaintiffs and the other aggrieved employees. Plaintiffs and the other aggrieved employees were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation.

42. At all material times set forth herein, Defendants failed to provide uninterrupted meal and rest periods to Plaintiffs and the other aggrieved employees.

43. At all material times set forth herein, Defendants failed to pay Plaintiffs and

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the other aggrieved employees at least minimum wages for all hours worked.

44. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees all wages owed to them upon discharge or resignation.

45. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees' wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

46. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees.

47. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiffs and the other aggrieved employees.

48. At all material times set forth herein, Defendants failed to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs.

49. 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 and 552, because they regularly worked in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days, without accumulating or being provided the opportunity to take at least one (1) day of rest, and when they accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.At all material times set forth herein, Defendants failed to maintain the designated wage scale.

50. At all material times set forth herein, Defendants failed to pay aggrieved employees vested vacation time.

51. At all material times set forth herein, Defendants failed to provide aggrieved employees accrued sick leave and/or Covid benefits.

52. At all material times set forth herein, Defendants failed to pay aggrieved employees overtime, double time, or premium wages, they were not paid at the appropriate regular rates.

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53. At all material times set forth herein, Defendants failed to provide aggrieved employees recovery periods.

54. At all material times set forth herein, Defendants failed to provide aggrieved employees suitable seating.

55. At all material times set forth herein, Defendants failed to provide aggrieved employees rest days from work.

56. At all material times set forth herein, Defendants failed to provide aggrieved employees reporting time pay.

57. At all material times set forth herein, Defendants failed to provide aggrieved employees stand by / call-in pay.

58. At all material times set forth herein, Defendants failed to provide aggrieved employees split shift pay.

59. At all material times set forth herein, Defendants failed to properly compensate Plaintiffs and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

60. California Labor Code section 218 states that noting 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 § 2698, et seq.

(Against CONTEMPORARY SERVICES CORPORATION, and DOES 1 through 100)

61. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 48, and each and every part thereof with the same force and effect as though fully set forth herein.

62. 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.

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

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64. Plaintiffs 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 and Double Time

65. Defendants' failure to pay legally required overtime and double time wages to Plaintiffs 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

66. Defendants' failure to provide legally required meal periods to Plaintiffs 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

67. Defendants' failure to provide legally required rest periods to Plaintiffs 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

68. Defendants' failure to pay legally required minimum wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1194.2.

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Failure to Timely Pay Wages Upon Termination

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

Failure to Timely Pay Wages During Employment

70. Defendants' failure to timely pay wages to Plaintiffs 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.

Failure to Provide Complete and Accurate Wage Statements

71. Defendants' failure to provide complete and accurate wage statements to Plaintiffs 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), as well as sections 432 and 1198.5 of the California Labor Code.

Failure to Keep Complete and Accurate Payroll Records

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

Failure to Reimburse Necessary Business-Related Expenses and Costs

73. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800, 2802, and 2804 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800, 2802, and 2804.

Failure to Provide a Day of Rest

74. Defendants' failure to provide at least one day of rest in a seven-day work week to Plaintiffs and other aggrieved employees constitutes unlawful and/or unfair activity prohibited by California Labor Code section 551 and 552.

Failure to Provide Paid Sick Leave and Sick Pay

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75. Defendants' failure to accurately credit/accrue their sick time pay, and to provide Plaintiffs and other aggrieved employees with paid sick leave, which constitutes unlawful and/or unfair activity prohibited by California Labor Code section 233, 246, and 246.5.

Failure to Maintain Designated Wage Scale

76. Plaintiffs are entitled to seek and recover under California Labor Code section 223, which requires employers to maintain the designated wage scale.

Failure to Pay Vested Vacation

77. Plaintiffs are entitled to seek and recover under California Labor Code section 227.3, which states that unless provided by a collective bargaining agreement, whenever an employment contract or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate.

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Failure to Pay Regular Rate of Pay

78. Defendants failed and continues to fail to take into consideration all forms of renumeration into the computation for the regular rate of pay for Plaintiffs and the other aggrieved employees. If aggrieved employees were paid overtime, double time, or premium wages, they were not paid at the appropriate regular rates.

Failure to Provide Recovery Periods

79. Plaintiffs are entitled to seek and recover under California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because Defendants failed to provide Plaintiffs and the other aggrieved employees with recovery periods.

Failure to Provide Suitable Seating

80. Pursuant to the applicable Industrial Wage Orders, Defendants were required to provide Plaintiffs and the other aggrieved employees with seating when the nature of the

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work reasonably permits use of seats and suitable seating in reasonable proximity to the work areas for use by employees when they are not engaged in active duty, their work requires standing and such seats would not interfere with the performance of their duties. Defendants failed to provide suitable seating to the aggrieved employees.

Failure to Provide Rest Days From Work

81. Plaintiffs are entitled to seek and recover under California Labor Code sections 551 and 552, which apply to rest days from work.

Failure to Provide Reporting Time Pay

82. Plaintiffs are entitled to seek and recover under California Labor Code section 1198, which require employers to pay reporting time pay when employees report to work for their scheduled shift but were put to work for less than half of the regular schedule.

Failure to Provide Stand-By/Call In Pay

83. Plaintiffs are entitled to seek and recover wages and penalties owed for standby shifts and call-in shifts they had and were not paid.

Failure to Provide Split Shift Pay

84. Plaintiffs are entitled to seek and recover under California Code of Regulations, Title 8, section 11040(4)(C) which provides for split shift pay. Defendants did not pay aggrieved employees for split shifts when aggrieved employees returned to work for an additional shift in the same day.

85. Plaintiffs are entitled to seek and recover under California Labor Code section 206.5, which prohibits an employer from requiring execution of a release of claims or rights on account of wages due without payment of those wages having been made.

Plaintiffs are entitled to seek and recover under California Labor Code section 222.5, which states that no employer shall withhold or deduct from the compensation of any employee, or require any prospective employee to pay any fee or cost for any pre-employment medical or physical examination taken as a condition of employment.

86. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and

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on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699 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;

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 and/or other statutes.

87. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

88. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

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89. Plaintiffs are entitled to seek and recover under California Labor Code section 223, which requires employers to maintain the designated wage scale.

90. Plaintiffs are entitled to seek and recover under California Labor Code section 227.3, which states that unless provided by a collective bargaining agreement, whenever an employment contract or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars ($25,000):

As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g) and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 206.5, 210, 222.5, 223, 226, 226(a), 226.3, 226.7, 227.3, 233, 246, 246.5, 432, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174.5, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804 , and IWC Wage Orders including *inter alia*, Wage Order 4, 4-2001, 5-2001, and 10-2001, and California Code of Regulations, sections Title 8, Section 11040, et seq., Section 11040 Subdivision 5(A), Section 11040 Subdivision 4(C), Subdivision 5(A), 11160(5), Section 3395(d); and

2. For such other and further relief as the Court may deem equitable and appropriate.

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DATED: September 21, 2026

LAWYERS *for* JUSTICE, PC

By: _____

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