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MARTINEZ, individually, and on behalf of
other similarly situated employees and
aggrieved employees pursuant to the
California Private Attorneys General Act

[Additional counsel listed on following page]

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

MARITZA MARTINEZ and MIGUEL
MARTINEZ, individually, and on behalf of other
similarly situated employees and aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

BARRY'S BOOTCAMP, LLC; BARRY'S BAY
AREA; BARRY'S BOOTCAMP SAN DIEGO
LLC; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 25STCV00324

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 1194,
1197, and 1197.1 (Minimum Wages)
- (2) Violation of Cal. Labor Code §§ 510
and 1198 (Unpaid Overtime)
- (3) Violation of Cal. Labor Code §§ 226.7
and 512(a) (Meal Break Violations)
- (4) Violation of Cal. Labor Code § 226.7
(Rest Break Violations)
- (5) Violation of Cal. Labor Code §§ 204
and 210 (Wages Not Timely Paid
During Employment)
- (6) Violation of Cal. Labor Code § 226(a)
(Wage Statement Violations)
- (7) Violation of Cal. Labor Code §§ 201,

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- 202, and 203 (Untimely Final Wages)
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (9) Violation of Cal. Business & Professions Code §§ 17200, *et seq.* (Unfair and Unlawful Business Practices)
- (10) Violation of Cal. Labor Code §§ 2698, *et seq.* (California Private Attorneys General Act of 2004)

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10 MARTINEZ, individually, and on behalf of

11 other similarly situated employees and

12 aggrieved employees pursuant to the

13 California Private Attorneys General Act

Plaintiffs MARITZA MARTINEZ and MIGUEL MARTINEZ (together, “Plaintiffs”), individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”) alleges as follows against Defendants BARRY’S BOOTCAMP, LLC, BARRY’S BAY AREA, BARRY’S BOOTCAMP SAN DIEGO LLC and DOES 1 through 25, inclusive (collectively, “Defendants”):

INTRODUCTION

1. This is a class action to recover damages on behalf of Plaintiffs and all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of the original complaint through final judgment (“Class Members”).

2. This is also an enforcement action under PAGA to recover civil penalties on behalf of Plaintiffs, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time from one year prior to Plaintiff MARITZA MARTINEZ's submission of written notice of Defendants' alleged violations of the California Labor Code to the Labor & Workforce Development Agency ("LWDA") through final judgment ("Aggrieved Employees").

3. Plaintiffs allege that Defendants hired Plaintiffs, Class Members, and Aggrieved Employees but, among other things, failed to properly pay them all wages owed for all time worked (including minimum wages, straight time wages, and overtime wages), failed to provide them with all meal periods and rest periods and associated premium wages to which they were entitled, failed to timely pay them all wages due during their employment, failed to timely pay them all wages due upon termination of their employment, failed to provide them with accurate itemized wage statements, and failed to reimburse them for necessary business expenses.

4. As a result, Defendants violated, *inter alia*, California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Order. Through this action, Plaintiffs seek to recover all available remedies including but not limited to actual and liquidated damages and attorney’s fees and costs.

1 **JURISDICTION AND VENUE**

2 5. This is a class action lawsuit brought pursuant to California Code of Civil Procedure
3 section 382 and a PAGA action brought pursuant to California Labor Code sections 2698, *et seq.*

4 6. The monetary damages, restitution, statutory penalties, and other applicable legal and
5 equitable relief sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and
6 will be established according to proof at trial.

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

11 8. This Court has jurisdiction over all Defendants because, upon information and belief,
12 Defendants are either citizens of California, have sufficient minimum contacts in California, and/or
13 otherwise intentionally avail themselves of the California market so as to render the exercise of
14 jurisdiction over them by the California courts consistent with traditional notions of fair play and
15 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
16 solely on California law.

17 9. Venue is proper in this Court because, upon information and belief, Defendants
18 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
19 County of Los Angeles, including at 6480 E. Pacific Coast Hwy, Unit D-155, Long Beach, California
20 90803. Many of the acts, events, and violations alleged herein relating to Plaintiffs occurred
21 throughout the State of California, including in the County of Los Angeles.

22 **THE PARTIES**

23 10. At all times herein mentioned, Plaintiff MARITZA MARTINEZ is and was an
24 individual residing in Los Angeles County in the State of California.

25 11. At all times herein mentioned, Plaintiff MIGUEL MARTINEZ is and was an individual
26 residing Los Angeles County in the State of California.

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1 12. At all times herein mentioned, Defendant BARRY’S BOOTCAMP, LLC is and was
2 an employer who does business in California, with locations throughout the State of California, and
3 whose employees are engaged throughout Los Angeles County and the State of California, including
4 at 6480 E. Pacific Coast Hwy, Unit D-155, Long Beach, California 90803.

5 13. At all times herein mentioned, Defendant BARRY’S BAY AREA is and was an
6 employer who does business in California, with locations throughout the State of California, and
7 whose employees are engaged throughout Los Angeles County and the State of California.

8 14. At all times herein mentioned, Defendant BARRY’S BOOTCAMP SAN DIEGO LLC
9 is and was an employer who does business in California, with locations throughout the State of
10 California, and whose employees are engaged throughout Los Angeles County and the State of
11 California.

12 15. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein
13 under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the Complaint
14 and serve such fictitiously named Defendants once their names and capacities become known.

15 16. Plaintiffs are informed and believe, and thereon allege, that the acts and omissions
16 alleged herein were performed by, or are attributable to Defendants and/or DOES 1 through 25, each
17 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of
18 the other co-Defendants and within the course and scope of such agency, employment, joint venture,
19 or concerted activity with legal authority to act on the others’ behalf. The acts of Defendants represent
20 and were in accordance with Defendants’ official policies.

21 17. At all relevant times, Defendants were the employers of Plaintiffs within the meaning
22 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
23 working conditions, wages, working hours, and conditions of employment of Plaintiffs so as to make
24 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

25 18. Defendants had the authority to hire and terminate Plaintiffs, Class Members, and
26 Aggrieved Employees to set work rules and conditions governing their employment, and to
27 supervise their daily employment activities.

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19. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs, Class Members, and Aggrieved Employees' employment for them to be joint employers.

20. Defendants directly hired and paid wages to Plaintiffs, Class Members, and Aggrieved Employees.

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

22. At all relevant times, Defendants, and each of them, ratified each act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

23. Plaintiffs are informed and believe, and thereon allege, that each Defendant is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

24. Defendants, jointly and severally, employed Plaintiff MARITZA MARTINEZ from approximately 2008 to approximately April 2026 in Defendants' facilities department. Plaintiff MARITZA MARTINEZ performed various duties for Defendants including, among other things, cleaning rooms, machines, and equipment.

25. Defendants, jointly and severally, employed Plaintiff MIGUEL MARTINEZ from approximately 1998 to approximately April 2026 in Defendants' facilities department. Plaintiff MIGUEL MARTINEZ performed various duties for Defendants including, among other things, cleaning workout equipment to laundering towels used by clients.

26. Plaintiffs are informed and believe, and thereon allege, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiffs, Class Members, and Aggrieved Employees to work off-the-clock without compensation, failing to properly pay wages for all hours worked, failing to provide all meal and rest breaks to which they were entitled and failing to pay meal and rest break premiums when due, failing to timely pay wages during employment and upon termination of employment, failing to provide accurate wage

statements, failing to reimburse necessary business-related expenses, and failing to adhere to other related protections afforded by the California Labor Code and the applicable IWC Wage Order.

27. Defendants knew or should have known that they had a duty to compensate Plaintiffs, Class Members, and Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

CLASS ACTION ALLEGATIONS

28. Plaintiffs bring this lawsuit as a class action on behalf of Plaintiffs and all others similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements under California Code of Civil Procedure section 382.

29. The proposed **Class** is defined as follows:

All current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of the original Complaint through final judgment.

30. The proposed **Former Employee Sub-Class** is defined as follows:

All former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of the original Complaint through final judgment.

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

32. There is a well-defined community of interest in this litigation and the Class is easily ascertainable. While the exact number and identities of Class Members are currently unknown to Plaintiffs, such information can be ascertained through appropriate discovery from records maintained by Defendants and their agents.

33. The Class is so numerous that the individual joinder of all its members is impracticable.

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1 34. Common questions of fact and law exist as to all Class Members, which predominate
2 over any questions affecting only individual members of the Class. The common legal and factual
3 questions which do not vary from Class Member to Class Member, and which may be determined
4 without reference to the individual circumstances of any Class Member include the following:

- 5 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
6 Plaintiffs and the other Class Members for all hours worked;
- 7 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
8 Plaintiffs and the other Class Members for all overtime hours worked;
- 9 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
10 Plaintiffs and the other Class Members;
- 11 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
12 Plaintiffs and the other Class Members;
- 13 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
14 the State of California for all hours worked, and for all missed, short, late, and/or
15 interrupted meal periods and rest breaks;
- 16 vi. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other Class
17 Members during their employment;
- 18 vii. Whether Defendants' failure to pay wages, without abatement or reduction, in
19 accordance with the California Labor Code, was willful;
- 20 viii. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class
21 Members within the required time upon their discharge or resignation;
- 22 ix. Whether Defendants failed to comply with wage reporting as required by the California
23 Labor Code, including, *inter alia*, section 226;
- 24 x. Whether Defendants failed to reimburse Plaintiffs and the other Class Members for
25 necessary business-related expenses and costs;
- 26 xi. Whether Defendants' conduct was willful or reckless;
- 27 xii. Whether Defendants engaged in unfair business practices in violation of California
28 Business & Professions Code section 17200, *et seq.*;

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

xiv. Whether Plaintiffs and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

35. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs' interests are coincident with and not antagonistic to those of the other Class Members Plaintiffs seek to represent. Plaintiffs will fairly and adequately protect the interests of the members of the Class. Plaintiffs have retained attorneys experienced in the prosecution of class actions and Plaintiffs intend to prosecute this action vigorously.

36. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all Class Members is impracticable. Even if every Class Member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent, and/or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same factual and legal issues. By contrast, the conduct of this action as a class action presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each Class Member.

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

PAGA ALLEGATIONS

38. PAGA is and was applicable to Defendants' employment of Plaintiffs and the Aggrieved Employees.

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1 39. PAGA provides that any provision of law under the California Labor Code that
2 provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected
3 by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through
4 a civil action brought by an aggrieved employee on behalf of themselves and other current or former
5 employees pursuant to procedures outlined in California Labor Code section 2699.3.

6 40. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
7 any person employed by the alleged violator and who suffered the violations alleged.

8 41. Plaintiffs and the other hourly-paid, non-exempt employees are “Aggrieved
9 Employees” as defined by California Labor Code section 2699(c).

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

13 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
14 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
15 California Labor Code alleged to have been violated, including the facts and theories
16 to support the alleged violations.

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

25 43. On October 15, 2024, Plaintiff MIGUEL MARTINEZ provided notice by electronic
26 submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the
27 California Labor Code alleged to have been violated, including the facts and theories to support the
28 alleged violations, pursuant to Labor Code section 2699.3. **A true and correct copy of Plaintiff**

1 **MIGUEL MARTINEZ’s Employee’s Notice is attached hereto as Exhibit A.**

2 44. On January 3, 2025, Plaintiff MARITZA MARTINEZ provided notice by electronic
3 submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the
4 California Labor Code alleged to have been violated, including the facts and theories to support the
5 alleged violations, pursuant to Labor Code section 2699.3. **A true and correct copy of Plaintiff**
6 **MARITZA MARTINEZ’s Employee’s Notice is attached hereto as Exhibit B.**

7 45. Plaintiffs did not receive an LWDA Response within sixty-five (65) calendar days of
8 providing either of the Employee’s Notices.

9 46. Therefore, the administrative prerequisites under California Labor Code section
10 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of,
11 *inter alia*, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
12 1194, 1197, 1197.1, 1198, 2800, and 2802 have been satisfied.

13 **FIRST CAUSE OF ACTION**

14 **VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1**

15 **Failure to Pay Minimum Wage**

16 **(Against All Defendants)**

17 47. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

18 48. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage
19 for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to
20 employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiffs and the
21 other Class Members were frequently suffered or permitted to work “off-the-clock” prior to clocking
22 in or after clocking out for their shifts, such that they were not paid minimum wage for all hours
23 worked. This “off-the-clock” work included, but was not limited to, requiring Plaintiffs and Class
24 Members: to come early to work and leave work late without being able to clock in for all that time,
25 to suffer under Defendants’ control due to long lines for clocking in, to complete pre-shift tasks before
26 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working,
27 to clock out for rest periods, to don and doff uniforms and/or safety equipment off-the-clock, to attend
28 company meetings off-the-clock, to make phone calls off-the-clock, and to drive off-the-clock.

49. Defendants also detrimentally rounded employee time entries, edited and/or manipulated time entries to show less hours than actually worked, failed to pay split shift premiums, and failed to pay reporting time pay to the detriment of Plaintiffs and the other Class Members.

50. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiffs and the other Class Members for all hours they worked in violation of California Labor Code sections 1194, 1197, and 1197.1.

51. Defendants knew or should have known that Plaintiffs and the other Class Members were performing such work “off-the-clock” because, among other things, Defendants’ management witnessed, authorized, was made aware of, and/or required Plaintiffs and Class Members to perform such work.

52. 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, and attorney's fees.

53. Pursuant to California Labor Code sections 218.6, 1194, and 1194.2, California Code of Civil Procedure sections 1021.5 and 1032, and California Civil Code section 3287, Plaintiffs and the other Class Members are entitled to recover the full amount of unpaid minimum damages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees, and costs of suit.

SECOND CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198

Unpaid Overtime

(Against All Defendants)

54. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

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

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1 56. Specifically, the applicable IWC Wage Order provides that Defendants were required
2 to pay Plaintiffs and the other Class Members at the rate of time-and-one-half for all hours worked in
3 excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of the first
4 eight (8) hours worked on the seventh consecutive day in a workweek.

5 57. The applicable IWC Wage Order further provides that Defendants were required to pay
6 Plaintiffs and the other Class Members overtime compensation at a rate of two (2) times their regular
7 rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in
8 excess of eight (8) hours on the seventh consecutive day in a workweek.

9 58. California Labor Code section 510 codifies the right to overtime compensation at one-
10 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, in
11 excess of forty (40) hours in a week, and/or in excess of the first eight (8) hours worked on the seventh
12 consecutive day in a workweek, and to overtime compensation at twice the regular hourly rate for
13 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
14 seventh day of work.

15 59. Plaintiffs and the other Class Members regularly worked in excess of eight (8) hours in
16 a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week, and/or in excess
17 of seven (7) consecutive days in a workweek. However, Defendants did not accurately record Plaintiffs
18 and the other Class Members' actual hours worked and intentionally and willfully failed to pay all
19 overtime wages owed to Plaintiffs and the other Class Members. Defendants' failure to pay correct
20 overtime wages included, *inter alia*: (a) when the combined total of the off-the-clock work discussed
21 *supra* and the on-the-clock work exceed the number of hours that trigger the payment of overtime
22 wages under California Labor Code sections 510 and 1198 and/or the applicable IWC Wage Order;
23 (b) when Defendants intentionally, willfully, and/or negligently mischaracterized overtime as straight
24 time; (c) when Defendants assigned more work than could reasonably be completed in a workday or
25 workweek to Plaintiffs and Class Members, but refused to authorize the overtime necessary for them
26 to complete the assigned work; and (d) when Defendants failed to include all required wages and
27 renumeration when calculating setting the overtime rate.

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1 60. Plaintiffs and the other Class Members were frequently suffered or permitted to work
2 “off-the-clock” prior to clocking in or after clocking out for their shifts, such that they were not paid
3 overtime wages for all hours worked. This “off-the-clock” work included, but was not limited to,
4 requiring Plaintiffs and Class Members: to come early to work and leave work late without being able
5 to clock in for all that time, to suffer under Defendants’ control due to long lines for clocking in, to
6 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal
7 periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
8 equipment off-the-clock, to attend company meetings off-the-clock, to make phone calls off-the-clock,
9 to drive off-the-clock, and/or go through security screenings and/or temperature checks off-the clock.

10 61. Defendants also failed to include all forms of remuneration, including non-
11 discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards, and other forms
12 of remuneration into the regular rate of pay for the pay periods where overtime was worked and the
13 additional compensation was earned for the purpose of calculating the overtime rate of pay.
14 Defendants also detrimentally rounded employee time entries, edited and/or manipulated time entries,
15 attempted but failed to properly implement an alternative workweek schedule (“AWS”) (including,
16 without limitation, by failing to implement a written agreement designating the regularly scheduled
17 alternative workweek in which the specified number of work days and work hours are regularly
18 recurring, failed to adopt the AWS in a secret ballot election before the performance of work by at
19 least a two-thirds (2/3) vote of the affected employees in the work unit, failed to follow the
20 notice/disclosures procedures prior to any AWS election, and failed to register an AWS election with
21 the State of California, as required by California Labor Code section 511 and the applicable IWC
22 Wage Orders to the detriment of Plaintiff and the other Class Members.

23 62. Defendants’ failure to pay Plaintiffs and the other Class Members as outlined above
24 violates California Labor Code sections 510 and 1198 and the applicable IWC Wage Order and is
25 therefore unlawful.

26 63. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class Members
27 are entitled to recover their unpaid overtime compensation, and interest, costs, and attorneys’ fees.

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1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512(a)**

3 **Meal Break Violations**

4 **(Against All Defendants)**

5 64. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

6 65. California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order
7 govern Plaintiffs and the other Class Members' employment by Defendants.

8 66. California Labor Code section 226.7 provides that no employer shall require an
9 employee to work during any meal period mandated by an applicable IWC Order.

10 67. The applicable IWC Wage Order and California Labor Code section 512(a) provide
11 that an employer may not require, cause, or permit an employee to work for a period of more than five
12 (5) hours per day without providing the employee with an uninterrupted meal period of not less than
13 thirty (30) minutes, except that if the total work period per day of the employee is not more than six
14 (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

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

21 69. Plaintiffs and the other Class Members who were scheduled to work for shifts no longer
22 than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were
23 required to work for periods longer than five (5) hours without an uninterrupted meal period of not
24 less than thirty (30) minutes.

25 70. Plaintiffs and the other Class Members who were scheduled to work for shifts in excess
26 of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated
27 meal periods by mutual consent, were required to work for periods longer than ten (10) hours without
28 a second uninterrupted meal period of not less than thirty (30) minutes.

71. Defendants intentionally and willfully required Plaintiffs and the other Class Members to work during meal periods and failed to compensate Plaintiffs and the other Class Members for work performed during meal periods. This includes, among other things, requiring Plaintiffs and Class Members to work through their lunch breaks, permitting and/or requiring Plaintiffs and Class Members to take late lunch breaks, permitting and/or requiring Plaintiffs and Class Members to take short lunch breaks, interrupting and/or allowing others to interrupt Plaintiffs and Class Members during their lunch breaks, failing to relieve Plaintiffs and Class Members of all duties during their lunch breaks, and restricting Plaintiffs and Class Members from leaving the premises during their lunch breaks.

72. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class Members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and the applicable IWC Wage Order. Defendants failed to include all required wages and remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay, when calculating regular rates of pay for meal period premiums and/or merely using straight time pay to calculate regular rates of pay for meal period premiums.

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

74. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday that a compliant meal period was not provided as well as interest thereon.

FOURTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 226.7

Rest Break Violations

(Against All Defendants)

75. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

76. California Labor Code section 226.7 and the applicable IWC Wage Order govern Plaintiffs and the other Class Members' employment by Defendants.

1 77. California Labor Code section 226.7 provides that no employer shall require an
2 employee to work during any rest period mandated by an applicable order of the California IWC.

3 78. The applicable IWC Wage Order provides that “[e]very employer shall authorize and
4 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
5 work period” and that the “rest period time shall be based on the total hours worked daily at the rate
6 of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily
7 work time is less than three and one-half (3½) hours.”

8 79. Defendants routinely required Plaintiffs and the other Class Members to work three
9 and one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest
10 period per each four (4) hour period, or major fraction thereof, worked.

11 80. Moreover, Defendants willfully required, suffered, and permitted Plaintiffs and the
12 other Class Members to work during what should have been their rest periods. Defendants also failed
13 to relieve Plaintiffs and the other Class Members of all duties for ten (10) minutes as required for
14 compliant rest breaks.

15 81. As a result, Plaintiffs worked through rest periods, took late rest periods, took
16 interrupted rest periods, and/or took short rest periods, if at all.

17 82. Pursuant to the applicable IWC Wage Order and California Labor Code section
18 226.7(b), Plaintiffs and the other Class Members were entitled to recover from Defendants one (1)
19 additional hour of pay at their regular hourly rate of compensation for each workday that compliant
20 rest period(s) were not provided.

21 83. Defendants had no policy or practice to pay a premium when rest periods were missed,
22 short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants
23 failed to pay Plaintiffs and the other Class Members the full rest period premium due to them in
24 violation of California Labor Code section 226.7 and the applicable IWC Wage Order. Defendants
25 failed to include all required wages and remuneration, including non-discretionary commissions, non-
26 discretionary bonuses, and non-discretionary performance pay, when calculating regular rates of pay
27 for rest period premiums and/or merely using straight time pay to calculate regular rates of pay for rest
28 period premiums.

84. Pursuant to the 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 additional hour of pay at their regular rate of compensation for each workday compliant rest period(s) were not provided as well as interest thereon.

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 204 AND 210

Wages Not Timely Paid During Employment

(Against All Defendants)

85. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

86. California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

87. California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th 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 1st and the 10th day of the following month.

88. 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.

89. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and willfully failed to timely pay Plaintiffs and the other Class Members all wages due to them within the period permissible under California Labor Code section 204.

90. Plaintiffs and the other Class Members are entitled to recover all available remedies for Defendants' violations of California Labor Code section 204, including statutory penalties pursuant to California Labor Code section 210(b).

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1 **SIXTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE § 226(a)**

3 **Wage Statement Violations**

4 **(Against All Defendants)**

5 91. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

6 92. At all material times set forth herein, California Labor Code section 226(a) provides
7 that every employer shall furnish each of its employees an accurate itemized wage statement in writing,
8 including, but not limited to, the name and address of the legal entity that is the employer, total hours
9 worked, and all applicable hourly rates.

10 93. As a result of the violations set forth in detail above (failure to pay overtime, failure to
11 pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and
12 willfully failed to provide Plaintiffs and the other Class Members with complete and accurate wage
13 statements. The deficiencies include, among other things, the failure to state all hours worked, the
14 failure to state the actual gross wages earned, the failure to include meal and rest break premiums, and
15 the failure to include correct rates of pay. Accordingly, Defendants violated California Labor Code
16 226(a).

17 94. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs
18 and the other Class Members have suffered injury and damage to their statutorily protected rights.

19 95. Specifically, Plaintiffs and the other Class Members have been injured by Defendants'
20 intentional violation of California Labor Code section 226(a) because they were denied both their legal
21 right to receive, and their protected interest in receiving accurate, itemized wage statements under
22 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
23 number of total hours worked on wage statements, Plaintiffs and the other Class Members have been
24 prevented by Defendants from determining if all hours worked were paid and the extent of the
25 underpayment. Plaintiffs had to file this lawsuit, and will further have to conduct discovery,
26 reconstruct time records, and perform computations in order to analyze whether in fact Plaintiffs and
27 the other Class Members were paid correctly and the extent of the underpayment, thereby causing
28 Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and

1 incur these costs had Defendants provided the accurate number of total hours worked. This has also
2 delayed Plaintiffs' ability to demand and recover the underpayment of wages from Defendants.

3 96. Plaintiffs and the other Class Members are entitled to recover from Defendants the
4 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
5 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

6 **SEVENTH CAUSE OF ACTION**

7 **VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203**

8 **Untimely Final Wages**

9 **(Against All Defendants)**

10 97. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

11 98. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
12 to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code
13 section 201 mandates that if an employer discharges an employee, the employee's wages accrued and
14 unpaid at the time of discharge are due and payable immediately. California Labor Code section 202
15 mandates that if an employee quits, his or her wages shall become due and payable not later than
16 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
17 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
18 quitting.

19 99. California Labor Code section 203 provides that if an employer willfully fails to pay,
20 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
21 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
22 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
23 continue for more than thirty (30) days.

24 100. As a result of the violations set forth in detail above (failure to pay overtime, failure to
25 pay minimum wages, meal break violations, and rest break violations), at the time that Plaintiffs and
26 the other Class Members' employment with Defendants ended, Defendants knowingly and willfully
27 failed to pay them all wages owed to them pursuant to California Labor Code sections 201 and
28 202, including, without limitation, overtime wages, minimum wages, meal period premium wages,

1 and rest period premium wages, and all wages due to Plaintiffs and Class Members as they became
2 due, as required per California Labor Code section 204.

3 101. As a result, Plaintiffs and the other Class Members are entitled to all available
4 statutory penalties, including the waiting time penalties provided in California Labor Code section
5 203, together with interest thereon, as well as other available remedies.

6 **EIGHTH CAUSE OF ACTION**

7 **VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802**

8 **Failure to Reimburse Necessary Business Expenses**

9 **(Against All Defendants)**

10 102. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

11 103. Pursuant to California Labor Code sections 2800 and 2802, an employer must
12 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
13 of the discharge of the employee's job duties or in direct consequence of the employee's job duties or
14 in direct consequence of the employee's obedience to the directions of the employer.

15 104. Plaintiffs and the other Class Members incurred necessary business-related expenses
16 and costs that were not fully reimbursed by Defendants, including, without limitation, using cellular
17 phones for work-related purposes.

18 105. Defendants intentionally and willfully failed to reimburse Plaintiffs and the other Class
19 Members for all necessary business-related expenses and costs. Plaintiffs and the other Class Members
20 are entitled to recover from Defendants their business-related expenses and costs incurred during the
21 course and scope of employment, plus interest accrued from the date on which Plaintiffs and the other
22 Class Members incurred the necessary expenditures at the same rate as judgments in civil actions in
23 the State of California.

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1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE §§ 17200, *ET. SEQ.***

3 **Unfair and Unlawful Business Practices**

4 **(Against All Defendants)**

5 106. Plaintiffs incorporate herein by specific reference the allegations in all preceding
6 paragraphs.

7 107. Each and every one of Defendants' acts and omissions in violation of the California
8 Labor Code and/or the applicable IWC Wage Order as alleged in this Complaint, including but not
9 limited to Defendants' failure and refusal to pay overtime compensation, Defendants' failure and
10 refusal to pay minimum wages, Defendants' failure and refusal to provide required meal periods and/or
11 pay meal period premiums, Defendants' failure and refusal to provide required rest periods and/or pay
12 the required rest break premiums, Defendants' failure and refusal to timely pay wages at the correct
13 rate during employment, Defendants' failure and refusal to furnish accurate itemized wage statements,
14 Defendants' failure and refusal to reimburse business-related expenses and costs, and Defendants'
15 failure and refusal to timely pay wages upon termination constitutes unfair and unlawful business
16 practices under California Business and Professions Code sections 17200, *et seq.*

17 108. Defendants' violations of California wage and hour laws constitute unfair and unlawful
18 business practices because, among other things, they were done repeatedly over a significant period
19 of time, and in a systematic manner, to the detriment of Plaintiffs and the other Class Members.

20 109. Defendants have avoided payment of overtime wages, minimum wages, meal period
21 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required
22 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
23 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the
24 state authorities under the California Labor Code and other applicable regulations.

25 110. As a result of Defendants' unfair and unlawful business practices, Defendants have
26 reaped unfair and illegal profits during Plaintiffs and the other Class Members' tenure at the expense
27 of Plaintiffs, the other Class Members, and members of the public. Defendants should be made to
28 disgorge their ill-gotten gains and to restore them to Plaintiffs and the other Class Members.

111. Defendants' unfair and unlawful business practices entitle Plaintiffs and the other Class Members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiffs and the other Class Members the wages and other compensation unlawfully withheld from them. Plaintiffs and the other Class Members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

TENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 2699, *ET SEQ.*

California Private Attorneys General Act of 2004

(Against All Defendants)

112. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

113. Plaintiffs bring this action on an individual basis and on a representative basis on behalf of other Aggrieved Employees and the State of California, in Plaintiffs' capacities as private attorney generals pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

114. PAGA expressly provides for a private right of action to recover civil penalties for violations of the California Labor Code as follows: "*Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.*" Cal. Lab. Code § 2699(a).

115. 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.

116. Plaintiffs and the other hourly-paid, non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c).

1 117. Defendants' conduct, as alleged herein, violates numerous sections of the California
2 Labor Code, including, but not limited to, the following:

- 3 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
4 overtime wages, as set forth more fully above;
- 5 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
6 pay minimum wages, as set forth more fully above
- 7 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
8 legally required meal periods, as set forth more fully above;
- 9 (d) Violation of California Labor Code sections 226.7 and 512(a) for failure to pay
10 required meal period premiums, as set forth more fully above;
- 11 (e) Violation of California Labor Code section 226.7 for failure to provide legally
12 required rest periods, as set forth more fully above;
- 13 (f) Violation of California Labor Code section 226.7 for failure to pay required rest
14 period premiums, as set forth more fully above;
- 15 (g) Violation of California Labor Code section 204 for failure to timely pay wages to
16 Plaintiffs and Aggrieved Employees during employment, as set forth more fully
17 above;
- 18 (h) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
19 wages at time of discharge from employment, as set forth more fully above;
- 20 (i) Violation of California Labor Code section 226(a) for failure to provide accurate
21 wage statements to Plaintiffs and Aggrieved Employees, as set forth more fully
22 above;
- 23 (j) Violation of California Labor Code section 1174(d) for failure to keep complete
24 and accurate payroll records relating to Plaintiffs and Aggrieved Employees; and
- 25 (k) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
26 Plaintiffs and Aggrieved Employees for necessary business-related expenses, as set
27 forth more fully above.

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118. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiffs, acting in the public interest as private attorney generals, seek assessment and collection of civil penalties for Plaintiffs, all Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

119. Pursuant to California Labor Code section 2699(m), civil penalties recovered by Aggrieved Employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and thirty-five (35%) to the Aggrieved Employees.

120. Plaintiffs retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiffs therefore seek an award of reasonable attorney's fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

Plaintiffs, on behalf of all others similarly situated and aggrieved employees pursuant to PAGA, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action as to the first nine causes of action;
2. That Plaintiffs be appointed as the representatives of the Class as to the first nine causes of action;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel the names and most current/last known contact information (addresses, e-mails, 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 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the

1 other Class Members;

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

3 7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
4 Plaintiffs and the other Class Members in the amount as may be established according to proof at trial;

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

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

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

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

11 **As to the Second Cause of Action**

12 12. That the Court declare, adjudge, and decree that Defendants violated California Labor
13 Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to pay all
14 overtime wages due to Plaintiffs and the other Class Members;

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

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

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

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

22 **As to the Third Cause of Action**

23 17. That the Court declare, adjudge, and decree that Defendants violated California Labor
24 Code sections 226.7 and 512 and the applicable IWC Wage Order by willfully failing to provide all
25 meal periods (including second meal periods) to Plaintiffs and the other Class Members;

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

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

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

21. For reasonable attorneys' fees and costs of suit incurred herein; and
22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause Action

23. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and the applicable IWC Wage Order by willfully failing to provide all rest periods to Plaintiffs and the other Class Members;

24. For premium wages pursuant to California Labor Code section 226.7(c);
25. For all actual, consequential, and incidental losses and damages, according to proof;
26. For pre-judgment interest on any unpaid wages from the date such amounts were due;

and

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

As to the Fifth Cause of Action

28. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 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;

29. For statutory penalties pursuant to California Labor Code section 210; and
30. For such other and further relief as the Court deems just and proper.

As to the Sixth Cause of Action

31. That the Court declare, adjudge, and decree that Defendants violated the provisions of California Labor Code section 226(a) as to Plaintiffs and the other Class Members, and willfully failed to provide accurate itemized wage statements to them;

32. For actual, consequential, and incidental losses and damages, according to proof;
33. For statutory penalties pursuant to California Labor Code section 226(e);
34. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and
35. For such other and further relief as the Court may deem just and proper.

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As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 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;

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

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

39. For pre-judgment interest on any unpaid compensation from the date due; and

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

As to the Eighth Cause of Action

41. 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;

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

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

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

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge, and decree that Defendants violated the following California Labor Code sections as to Plaintiffs and the other Class Members: 1194, 1197, and 1197.1 (by failing to pay minimum wages); 510 and 1198 (by failing to pay overtime wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely pay wages during employment); 226(a) (by failing to provide accurate wage statements); 201, 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to reimburse business-related expenses);

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47. 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;

48. 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 violation of California Business and Professions Code sections 17200, *et seq.*;

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

50. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*

As to the Tenth Cause of Action

51. For the imposition of civil penalties pursuant to California Labor Code sections 2699, 210, 558, 226, 226.3, 1174.5, and 1197.1 and all other penalties allowed by the California Labor Code and/or other applicable statutes;

52. For injunctive relief;

53. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1) of the California Labor Code; and

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

Dated: July 10, 2026

BLACKSTONE LAW, APC

By: /s/ Jasmine Y. Kianfard
Barbara DuVan-Clarke, Esq.
Danielle L. GruppChang, Esq.
P.J. Van Ert, Esq.
Alexandra Rose, Esq.
Jasmine Y. Kianfard, Esq.

Attorneys for Plaintiff MARITZA MARTINEZ,
individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act

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1 Dated: July 10, 2026

BIBIYAN LAW GROUP, P.C.

2
3 By: /s/ Brandon Chang
4 Vedang J. Patel, Esq.
5 Brandon Chang, Esq.

6 *Attorneys for* MIGUEL MARTINEZ,
7 individually, and on behalf of other similarly
8 situated employees and aggrieved employees
9 pursuant to the California Private Attorneys
10 General Act
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EXHIBIT A

October 15, 2024

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of on Behalf of MIGUEL MARTINEZ and Aggrieved Employees Under California Labor section 2699.3

Employer: BARRY'S BAY AREA, LLC
2214 NW 1st place
Miami, FL 33127

BARRY'S BOOTCAMP SAN DIEGO LLC
2214 NW 1st place
Miami, FL 33127

BARRY'S BOOTCAMP, LLC
2214 NW 1st place
Miami, FL 33127

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns MIGUEL MARTINEZ's ("Employee") employment with Employee's former employer: BARRY'S BAY AREA, LLC; BARRY'S BOOTCAMP SAN DIEGO LLC; BARRY'S BOOTCAMP, LLC (hereinafter, collectively, "Employer"). Employee was employed as a non-exempt employee of Employer, at without limitation, 8383 Santa Monica Blvd, West Hollywood, CA 90069, with duties that included, but were not limited to, cleaning equipment, cleaning the exercise rooms and cleaning and filling towels, from approximately October of 1998 through to the present. In connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4, Employee seeks to represent all employees of Employer, and each of them, as well as their parents, subsidiaries and affiliates. On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as "Aggrieved Employees". Moreover, the allegations herein shall encompass the "PAGA Period", which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employee and other Aggrieved Employees personally suffered Employer's violations of the Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its Employee and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, for failing to pay overtime as required under Labor Code section 226.2, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551, 552, 1194, 1198 (as it pertains to employees governed by a collective bargaining agreement ["CBA"]), 1811, 1815 and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages, including, without limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved Employee during the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result

of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; ; failing to pay the minimum amounts required under Labor Code section 226.2; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 226.2, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for

half the usual or scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Employer would be liable for civil penalties pursuant to these sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its Employee and other Aggrieved Employees during the PAGA Period to every day work in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, each workday, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes due to time required to walk to and from a suitable break area, time spent having to wait in line to clock back in, having to don and doff safety gear during the meal period, having to undergo security or bag checks during the meal period, and /or having to retrieve and store personal belongings during the meal period; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222 (as to employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling Employee and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of

all of their duties, including, without limitation: by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from a suitable break area, time spent having to don and doff safety gear during the rest period, having to retrieve and store personal belongings during the rest period, and/or having to undergo security or bag checks during the rest period, requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other Aggrieved Employees from taking cooldown periods every day as required under California Code of Regulations, Title 8, Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay in lieu thereof under Labor Code section 226.7. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated California Code of Regulations, Title 8, Section 3395 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of the PAGA Period by Employer to provide rest and recovery periods under Labor Code section 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Employee is informed and believes that those premium payments under Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A) were not made for these non-compliant cooldown periods and/or rest and recovery periods, either at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these

wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, the names and addresses of all employees employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and applicable piece rate paid to, employees employed at the respective place of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the contractor under Labor Code section 1695.55, as well as the information required to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other Aggrieved Employees upon request in violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision (b)(1). Employee and the Aggrieved Employees personally suffered these violations, which in turn would entitle Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest periods, as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; 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 legal name and address of the other (and, in the case of a farm labor contractor, the name and address of the legal entity that secured the services of the employer); and other such information as required by Labor Code section 226, subdivision (a), as well as Labor Code section 226.2 to the extent it does not include for piece-rate work the information required therein

including, without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-productive time and rest and recovery periods. Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other Aggrieved Employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226, 226.2, 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 and 226.2 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 and 226.2 were not paid for these violations of Labor Code sections 226 and 226.2. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 201.5, 201.7, 202 203, 203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer required or requires the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of being paid, to execute a statement of the hours worked during a pay period in which Employer knew to be false. As such, Employee is informed and believes, and based thereon alleges that Employer

violated Labor Code sections 206.5 and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages from Employee and other Aggrieved Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section 1198. In addition, Employee is informed and believes that Employer, by these deductions and/or otherwise, have caused wages earned by Employee and Aggrieved Employees to be charged back or kicked back to Employer. Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees have personally suffered violations under these sections and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and 1197. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the

notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Employee is informed and believes that Employer violated Labor Code sections 1198 and 2810.5. Employee and other Aggrieved Employees personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment medical, physical or drivers' exams taken as a condition of employment, or for compelling or coercing Employee and Aggrieved Employees, including applicants, to patronize in the purchase of a value or things, including, without limitation, the Employer's product(s) and/or service(s), in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer are liable to reimburse Employee and other Aggrieved Employees for these costs incurred in furtherance of work duties. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code sections 404 and 1198, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages in the amount of the deposit and accrued interest. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at

Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered violations under these sections and Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay Employee and other Aggrieved Employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 227.3 and applicable Wage Orders. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered these violations and Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204 and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations

was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers, including without limitation, Employee, with owed wages weekly by not later than the regular payday of the following week. Employee is informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result, pursuant to Labor Code section 201.3, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Employee and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Employee and/or Aggrieved Employees on account of a gratuity, or required Employee and/or Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Employee and/or Aggrieved Employees from the Employer. In addition, Employee is informed and believes, and based thereon alleges, that Employer permits and/or permitted patrons to pay gratuities by credit card but failed to pay Employee and/or Aggrieved Employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit card payment processing fees that may be charged to the employer by the credit card company by not later than the regular payday following the date the patron authorized the credit card. In addition, Employer failed to keep accurate records of all gratuities received by Employer and made those open to inspection at all reasonable hours. Employee is informed and believes that this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees, including without limitation Employee, with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted Employee and other Aggrieved Employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their

employment and the nature of their work requires standing. Employee and other aggrieved employees have personally suffered these violations. Employee is informed and believes that this has resulted in a violation of Labor Code section 1198. As a result, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employee and Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from disclosing violations of state and federal law, either within Employer to their managers or outside of Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Employee and other Aggrieved Employees personally suffered these violations. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these violations would expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose

wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Employee and other Aggrieved Employees personally suffered these violations. Employee is informed and believes that this lawful conduct includes, without limitation, the exercise of Employee and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent Aggrieved Employees, including Employee, from engaging or participating in politics and/or from becoming a candidate for public office. Moreover, Employee is informed and believes, and based thereon alleges that Employer coerced, influenced and/or attempted to coerce and/or influence Employee and other Aggrieved Employees, through or by means of threat of discharge and/or loss of employment, to adopt or follow or refrain from adopting or following a particular course or line of political action and/or political activity. Employee is informed and believes, and based thereon alleges that in doing so, Employer has violated, without limitation, Labor Code sections 1101, 1102, 1102.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations and are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements, purported confidentiality agreements, purported severance agreements, or purported release agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. And, even more specifically, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of requiring Employee and other Aggrieved Employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting employees from speaking with prospective employers about their work with Employer, including but not limited to their wages and working conditions. Employer also required Employee and Aggrieved Employees to inform prospective employers of Employer's restrictions of Employee's and Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and 1198. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, and that Employer violated, without limitation,

Labor Code section 432.5 and Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees, including without limitation Employee, prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, as well as violation of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections 432.7 and 1198, as well as Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. Employee is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other reasons, Employee is informed and believes, and based thereon alleges, that Employer has failed to pay its employees at wage rates less than those paid to employees of the

opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and/or performed under similar working conditions without sufficient legal rationale. Finally, Employee is informed and believes, and based thereon alleges that Employer has discharged and/or discriminated and/or retaliated against Employee and Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement of Labor Code section 1197.5. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Employee also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer and others in connection with the Employer (including, without limitation, the owner of the property, controller, and others in concert with the Employer) employed, permitted and/or suffered to work minors under the age of sixteen (16) years in connection with a manufacturing establishment or other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in operating or assisting in operating machines, including circular or band saws, wood shapers, wood-jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses, stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron straightening or drawing machinery, rolling mill machinery, power punches or shears, washing, grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes, and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391, Educational Code 49112 and Educational Code 49116. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees, who are fifteen (15) years old or younger to work for more than eight (8) hours in one day of twenty-four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00 p.m. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are fourteen (14) or (15) years old to work, while school is in session, for more than three hours in any schoolday and/or more than eighteen (18) hours in any week. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are sixteen (16) or seventeen (17) years old, to work for

more than eight (8) hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m. on any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday. Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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Although notice is not required under Labor Code section 2699.3 to recover penalties under Labor Code section 226.8, Employee is informed and believes, and based thereon alleges that Employer willfully misclassified Employee and Aggrieved Employees as independent contractors and charged willfully misclassified independent contractors a fee, or made deductions from compensation for purposes that include, without limitation, goods, materials space, rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where these acts would have violated the law if the individual were not misclassified. As such, including the Labor Code sections described hereabove, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 226.8. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

Employee is further informed and believes that within 5 years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employer that its policy or practice giving rise to such violations was unlawful, and thus Employer is further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/

Beth A. Christopher

cc: BARRY'S BAY AREA, LLC
(via U.S. Certified Mail, Return Receipt Requested)

BARRY'S BOOTCAMP SAN DIEGO LLC
(via U.S. Certified Mail, Return Receipt Requested)

BARRY'S BOOTCAMP, LLC

California Labor and Workforce Development Agency
October 9, 2024
Page 18

(via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT B

January 3, 2025

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Maritza Martinez v. Barry's Bootcamp, LLC*

To Whom It May Concern:

This office represents Maritza Martinez ("Claimant") with respect to their claims under the California Labor Code against Barry's Bootcamp, LLC (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as "Employers"). This letter is being sent simultaneously to Employers by certified mail.

Employers have employed Maritza Martinez since approximately 2008 to the Present as a non-exempt, hourly-paid employee. Maritza Martinez works in Employers' facilities department and is based out of Employers' facility located at 6480 E Pacific Coast Hwy, Unit D-155, Long Beach, CA 90803.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA"). Claimant is seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). Employers' conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the

meaning of PAGA.

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented

Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th 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 1st and the 10th day of the following month.

California Labor Code section 204 also requires 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. During the relevant time period, Employers willfully and intentionally failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (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 only the last four digits of his or her social security number or an employee identification number other than a social security

number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are 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 with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees 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. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders;

injunctive relief; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

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.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. CONCLUSION

Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code §



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2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Barbara DuVan-Clarke

Barbara DuVan-Clarke, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Ana Turcios, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On July 10, 2026, I served a copy of the following document(s):

• **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

On the interested parties as follows:

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☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1 ☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to
2 the California Labor and Workforce Development Agency through the online system
3 established for the submission of notices and documents, in conformity with California Labor
4 Code section 2699(I). I did not receive, within a reasonable time after the transmission, any
5 electronic message or other indication that the transmission was unsuccessful.

6 ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California
7 that the above is true and correct.

8 Executed on July 10, 2026 at Beverly Hills, California.

9 /s/ Ana Turcios

Ana Turcios