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County of Yolo,
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By: April Gonzalez-Aguilar, Deputy

Attorneys for Plaintiff ALLEN THORNTON, JR.
individually and on behalf of all other similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YOLO

ALLEN THORNTON, JR., individually and
on behalf of all other similarly situated
employees,

Plaintiff,

vs.

RIO VISTA SECURITY, LP, a California
Limited Partnership; KOLABORATION
VENTURES, LLC, a California Limited
Liability Company; CHARLES WESLEY, an
individual; ERIC RYAN EDDINGER, an
individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. CV2025-0601

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Meal Period Violations**
- 2. Rest Period Violations**
- 3. Wage Statement Violations**
- 4. Waiting Time Penalties**
- 5. Failure to Reimburse Expenses**
- 6. Unfair Competition**
- 7. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

Plaintiff ALLEN THORNTON, JR. ("Plaintiff"), on behalf of himself and all other similarly situated employees, hereby files this First Amended Complaint against Defendants RIO VISTA SECURITY, LP, a California Limited Partnership; KOLABORATION VENTURES, LLC, a California Limited Liability Company; CHARLES WESLEY, an individual; ERIC RYAN EDDINGER, an individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

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JURISDICTION AND VENUE

2. The Yolo County Superior Court has jurisdiction in this matter pursuant to California Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code, California Business and Professions Code, and Wage Order No. 5.

2. The Yolo County Superior Court has jurisdiction in this matter pursuant to California Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code, California Business and Professions Code, and Wage Order No. 5.

4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on approximately February 25, 2025. Plaintiff provided facts and legal bases for his claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00 filing fee. The February 25, 2025, notice was also sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of himself and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees include, but is not limited to the following: all non-exempt employees working

1 for Defendants in California as security officers, or similar titles performing security job duties for
2 Defendants from February 25, 2024, to the present.

3 **PARTIES**

4 5. ALLEN THORNTON, JR. is an individual over the age of eighteen (18) and is a resident
5 of the State of California.

6 6. On information and belief, Plaintiff alleges, RIO VISTA SECURITY, LP, is now and/or
7 at all times mentioned in this Complaint was a California Limited Partnership and the owner and
8 operator of an industry, business and/or facility doing business in the State of California.

9 7. On information and belief, Plaintiff alleges, KOLABORATION VENTURES, LLC, is
10 now and/or at all times mentioned in this Complaint was a California Limited Liability Company and
11 the owner and operator of an industry, business and/or facility doing business in the State of California.

12 8. Plaintiff is informed and believes, and thereupon alleges, that CHARLES WESLEY is
13 an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further
14 alleges that CHARLES WESLEY is an owner, director, officer, and/or managing agent of
15 KOLABORATION VENTURES, LLC, and RIO VISTA SECURITY, LP, responsible for causing the
16 violations outlined in the First through Sixth causes of action. As such CHARLES WESLEY is
17 individually liable pursuant to California Labor Code section 558.1.

18 9. Plaintiff is informed and believes, and thereupon alleges, that ERIC RYAN EDDINGER
19 is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further
20 alleges that ERIC RYAN EDDINGER is an owner, director, officer, and/or managing agent of RIO
21 VISTA SECURITY, LP, responsible for causing the violations outlined herein. ERIC RYAN
22 EDDINGER is RIO VISTA SECURITY, LP's, Chief Executive Officer and identified as the company's
23 General Partner in RIO VISTA SECURITY, LP's Statement of Information filings with the Secretary of
24 State. ERIC RYAN EDDINGER was in position of authority and had power and responsibility to
25 monitor, institute, modify, oversee, and/or influence RIO VISTA SECURITY, LP's, policies, but chose
26 to ratify them instead. In obtaining its licensure as a Private Patrol Operator with the Bureau of Security
27 and Investigative Services, RIO VISTA SECURITY, LP, designated ERIC RYAN EDDINGER as the
28 Qualified Manager, which is defined as the person responsible for day-to-day operations for the

1 company. ERIC RYAN EDDINGER had the authority to, and did, hire and fire employees, set work
2 schedules and working conditions, determine compensation rates and methods, and maintain
3 employment records. ERIC RYAN EDDINGER came into Plaintiff's interview and directed the
4 interviewer to hire Plaintiff. ERIC RYAN EDDINGER was identified as Plaintiff's direct manager on
5 the hiring paperwork given to Plaintiff. Plaintiff's on-site supervisor explained that ERIC RYAN
6 EDDINGER was the "main boss" who set the policies and expectations for security guards and that she
7 reported directly to him. On Plaintiff's first day on the jobsite, ERIC RYAN EDDINGER came to the
8 jobsite and handed Plaintiff a binder containing the employee handbook and other company policies and
9 procedures, telling Plaintiff to be sure to read and follow these policies and procedures. Plaintiff is
10 informed and believes that ERIC RYAN EDDINGER was involved in drafting and/or revising the
11 policies and procedures contained in the employee handbook and binder. On Plaintiff's last day of
12 work, ERIC RYAN EDDINGER came to the jobsite and directed Plaintiff to go home to contact HR to
13 discuss his employment status. This ultimately resulted in Plaintiff's separation.

14 10. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
15 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
16 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
17 names and capacities of these DOE Defendants when they are ascertained.

18 11. At all times mentioned herein, each Defendant was the agent or employee of each of the
19 other Defendants and was acting within the course and scope of such agency or employment. The
20 Defendants are jointly and severally liable to Plaintiff.

21 12. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
22 were members of and/or engaged in a joint employment, joint venture, partnership and common
23 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
24 joint venture, partnership and common enterprise.

25 13. Defendants, and each of them, now and/or at all times mentioned in this Complaint
26 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

27 14. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
28 wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

15. Plaintiff brings the First through Sixth Causes of Action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.

The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All non-exempt employees working for Defendants in California as security officers, or similar titles performing security job duties for Defendants, from February 26, 2021, to the present.

16. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants maintained accurate payroll records;
- (2) Whether Defendants required putative class members to remain on site and/or on duty during meal and rest periods;
- (3) Whether Defendants failed to provide putative class members additional rest periods when putative class members had their rest periods interrupted;
- (4) Whether Defendants failed to pay meal and rest period premium for meal and rest period violations;

- 1 (5) Whether as a result of Defendants' policies and practices, Plaintiff and putative
2 class members were not authorized and permitted to take all meal and rest
3 periods;
4 (6) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
5 class members received all reimbursement owed;
6 (7) Whether as a result of Defendants' policies and practices Plaintiff's and putative
7 class members received all wages, due and owing, at the time of their termination
8 or separation; and
9 (8) Whether Defendants provided Plaintiff's and putative class members with wage
10 statements that complied with Labor Code section 226.

11 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
12 class. The putative class also sustained damages arising out of Defendants' common
13 course of conduct in violation of the law as complained of herein. Plaintiff and all
14 members of the putative class were non-exempt employees who were required to remain
15 on site and on duty during meal and rest periods, but Defendants did not provide for
16 additional meal and or rest periods when those breaks were interrupted and also failed to
17 pay premiums for all such unlawful interruptions. Additionally, Defendants issued
18 Plaintiff and all members of the putative class wage statements that did not comply with
19 Labor Code section 226. As a result, Plaintiff and each member of the putative class will
20 have suffered the same type of harm and seek the same type of recovery based on the
21 same legal theories.

22 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
23 putative class. For all relevant times, Plaintiff resided in California and worked for
24 Defendants in California. Moreover, Plaintiff is an adequate representative of the
25 putative class as Plaintiff has no interests that are adverse to those of putative class
26 members. Additionally, Plaintiff has retained counsel who has substantial experience in
27 complex civil litigation and wage and hour matters.
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(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

17. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

18. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 17 as though fully set forth herein.

19. Plaintiff worked for Defendants as a non-exempt security officer in Davis, California from approximately March 21, 2024, to May 21, 2024. Plaintiff earned approximately \$27 per hour during his employment.

20. Defendants failed to authorize and permit all legally required rest periods owed to Plaintiff and similarly situated employees. Defendants maintained a policy and practice of requiring Plaintiff and similarly situated employees to remain on premises, remain on call, monitor communication devices, and react and respond to any issues arising during a rest period. Plaintiff and similarly situated employees were regularly interrupted during the rest periods due to circumstances on the worksite that required their attention in performing security services. Despite being regularly interrupted during their rest periods, Defendants policy and practice did not allow for Plaintiff and similarly situated employees to restart a rest period after the interruption ceased to try and provide a full,

1 net 10 minute rest period. Defendants failed to pay any rest period premiums to Plaintiff and similarly
2 situated employees even though they were not able to take fully compliant rest periods.

3 21. Defendants similarly failed to authorize and permit all legally required meal periods
4 owed to Plaintiff and similarly situated employees. Defendants maintained a policy and practice of
5 requiring Plaintiff and similarly situated employees to remain close to work premises, remain on call,
6 monitor communication devices, and react and respond to any issues arising during a meal period.
7 Plaintiff and similarly situated employees were regularly interrupted during the meal periods due to
8 circumstances on the worksite that required their attention in performing security services. Although
9 Defendants stated, for meal periods only, that Plaintiff and similarly situated employees may attempt to
10 restart a meal period, if the meal period was interrupted, this regularly failed to occur. The interruptions
11 were frequent as individuals regularly entered the site's premises and Plaintiff and similarly situated
12 employees were required to check them in when admitting entry. Defendants failed to pay meal period
13 premiums to Plaintiff and similarly situated employees each time they were not able to take fully
14 compliant meal periods.

15 22. Plaintiff and similarly situated employees were required to utilize their personal cell
16 phones in order to record their hours worked and monitoring company announcements. Defendants
17 failed to reimburse Plaintiff and similarly situated employees for the cost associated with Plaintiff and
18 similarly situated employees using their personal cell phones for Defendants payroll and legally
19 mandated record keeping requirements.

20 23. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
21 meal and rest period premiums owed during employment, these amounts remained unpaid at the time of
22 separation. These amounts remain unpaid today. Similarly, the wage statements Defendants issued
23 were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours worked, all
24 the number of meal and rest period premiums owed, and the accurate gross and net wages earned.
25 Defendants itemized "paid lunch" on Plaintiff's and similarly situated employees' paystubs, noting the
26 time as hours worked. However, rather than pay Plaintiff and similarly situated employees a full meal
27 period premium for being required to remain on duty during meal periods, Defendants simply paid
28 Plaintiff and similarly situated employees 30 minutes at the basic rate of pay. This failed to compensate

1 Plaintiff and similarly situated employees for the full meal period premium owed and misstated the total
2 hours worked on Plaintiff's and similarly situated employees' paystubs.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**
5 **MEAL PERIOD VIOLATIONS**
6 **(As to all Defendants)**

7 24. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 23 as though fully
8 set forth herein.

9 25. An employer must provide an employee a meal period in accordance with the
10 applicable Wage Order, and California Labor Code sections 226.7 and 512.

11 26. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5, section
12 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
13 minutes for each work period of more than five (5) hours.

14 27. California Labor Code section 512 and Wage Order No. 5 section 11(B) further
15 provide that employers may not employ employees for a work period for more than ten (10) hours
16 per day without providing the employee with a second meal period of at least thirty (30) minutes.
17 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
18 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
19 (1) hour of pay at their regular rate of compensation for each meal period not provided.

20 28. Defendants employed Plaintiff and similarly situated employees for periods of more
21 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal
22 period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more
23 than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated
24 employees to take their first meal period before the completion of their fifth hour of work and failed
25 to allow Plaintiff and similarly situated employees to take their second meal period before the
26 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
27 rights to all meal periods throughout their employment.

28 29. Defendants further failed to pay Plaintiff and similarly situated employees the
applicable meal period premiums for any such missed meal breaks.

30. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 as though fully set forth herein.

32. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

33. California Labor Code section 226.7 and Wage Order No. 5, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

34. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

35. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

36. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

37. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 36 as though fully set forth herein.

38. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or

any applicable order of the Industrial Welfare Commission, (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 the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

39. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked. Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

40. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

41. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 40 as though fully set forth herein.

1 42. An employer must pay an employee who is terminated all unpaid wages immediately
2 upon termination. *See* Cal. Lab. Code § 201.

3 43. An employer must pay an employee who resigns all unpaid wages within seventy-two
4 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

5 44. Plaintiff and similarly situated employees did not receive all wages, including meal and
6 rest period premiums owed at their termination or within the required time after their separation from
7 employment.

8 45. An employer who willfully fails to pay an employee wages in accordance with California
9 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
10 days. *See* Cal. Lab. Code § 203.

11 46. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
12 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
13 and similarly situated employees were required to work on duty meal and rest periods wherein they were
14 regularly interrupted and failed to receive their full meal and rest periods, but failed to pay Plaintiff and
15 similarly situated employees meal and rest period premiums. Such conduct shows Defendants had
16 knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the
17 remaining wages owed.

18 47. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
19 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
20 thirty (30) days for Defendants' failure to pay all wages due.

21 **FIFTH CAUSE OF ACTION**
22 **FAILURE TO REIMBURSE EXPENSES**
 (As to all Defendants)

23 48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully
24 set forth herein.

25 49. California Labor Code section 2802(a) states that "An employer shall indemnify his or
26 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
27 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
28

1 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
2 unlawful.”

3 50. Defendants required Plaintiff and similarly situated employees to use their personal cell
4 phones for work purposes but failed to reimburse them for such use. Plaintiff and similarly situated
5 employees were required to utilize their personal cell phones in order to record their hours worked and
6 monitoring company announcements through applications Defendants mandated employees download.

7 51. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees
8 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to
9 the extent pertinent as if set forth here in full.

10 **SIXTH CAUSE OF ACTION**
11 **UNFAIR COMPETITION**
12 **(As to RIO VISTA SECURITY, LP, KOLABORATION VENTURES, LLC, and DOES 1 to 100)**

13 52. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 51 as though fully
14 set forth herein.

15 53. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
16 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
17 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
18 California Business and Professions (“B&P”) Code § 17200.

19 54. Plaintiff and similarly situated employees were not paid all wages owed, including meal
20 and rest period premiums, or reimbursed for business expenses, during their employment or any time
21 thereafter.

22 55. Plaintiff further alleges that such actions and/or conduct constitute a violation of the
23 California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to
24 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

25 56. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the
26 UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
27 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
28 sections 17203, 17208, violations of California Labor Code sections 226.7, 512, and 1194 all in an
amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

SEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully set forth herein.

58. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

59. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

60. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

61. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
4. As to the Third Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
 - b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);
5. As to the Fifth Cause of Action:
 - a. An amount to be proven at trial;
 - b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
6. As to the Sixth Cause of Action:
 - a. For restitution of unpaid wages and unreimbursed expenses in an amount to be proven at trial;
7. As to the Seventh Cause of Action:
 - a. For civil penalties as provided in the Labor Code for each enumerated violation;
 - b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any

1 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
2 period; For any subsequent violation, two hundred dollars (\$200) for each
3 aggrieved employee per pay period;

- 4 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
5 d. For any other remedies as allowed by law and/or deemed appropriate by the
6 Court;

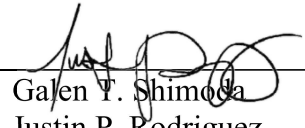
7 8. For such other and further relief as this Court may deem just and proper,
8 including, but not limited to:

- 9 a. Wages as proved at trial;
10 b. Injunctive and Declaratory relief;
11 c. Attorney's fees and costs as provided for by law; and
12 d. Interest.

13
14 Dated: May 12, 2025

Shimoda & Rodriguez Law, PC

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16 By: _____

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18 Galen Y. Shimoda
19 Justin P. Rodriguez
20 Renald Konini
21 Attorneys for Plaintiff
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