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ANABEL HERNÁNDEZ ARROYO and ALVINO DENOVA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

ANABEL HERNÁNDEZ ARROYO,  
individually and on behalf of others similarly  
situated, and as an aggrieved employee and  
Private Attorney General; ALVINO  
DENOVA, individually and on behalf of  
others similarly situated, and as an aggrieved  
employee and Private Attorney General,

Plaintiff,

vs.

PARTNERS PERSONNEL –  
MANAGEMENT SERVICES, LLC, a  
Delaware limited liability company;  
SAMPA USA LLC, a Texas limited liability  
company; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: CVRI2501504

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

**DEMAND FOR TRIAL BY JURY**

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (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.***  
**(10) Violation of Cal. Labor Code § 2699,  
(Private Attorneys General Act)**

1 Plaintiffs ANABEL HERNÁNDEZ ARROYO and ALVINO DENOVA (“Plaintiffs”),  
2 individually, on behalf of other members of the general public similarly situated, and as Private  
3 Attorneys General, based upon facts that either have evidentiary support or are likely to have  
4 evidentiary support after a reasonable opportunity for further investigation and discovery, allege  
5 as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiffs bring this Action against Defendants PARTNERS PERSONNEL –  
8 MANAGEMENT SERVICES, LLC; SAMPA USA LLC; and DOES 1 THROUGH 50  
9 (hereinafter also collectively referred to as “Defendants”) for California Labor Code violations,  
10 unfair business practices, and civil penalties stemming from Defendants’ failure to pay overtime  
11 compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure  
12 to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements,  
13 failure to maintain accurate time and payroll records, and failure to reimburse necessary business-  
14 related expenses.

15 2. Plaintiffs’ First through Ninth Causes of Action are brought as a class action on  
16 behalf of themselves and similarly situated current and former employees of Defendants  
17 (hereinafter collectively referred to as the “Class” or “Class Members,” as defined more fully in  
18 paragraph 16, below) pursuant to California Code of Civil Procedure section 382. The monetary  
19 damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior  
20 Court and will be established according to proof at trial.

21 3. Plaintiffs’ Tenth Cause of Action is brought solely as a representative action, and  
22 solely as Private Attorneys General, on behalf of the State of California for all aggrieved  
23 employees, including themselves and other aggrieved employees of Defendants against whom  
24 one or more of the alleged violations were committed (hereinafter collectively referred to as the  
25 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq*; *Balderas v.*  
26 *Fresh Start Harvesting, Inc.*, 101 Cal.App.5th 533 (2024), as modified (April 18, 2024); and  
27 *Johnson v. Maxim Healthcare Services, Inc.*, 66 Cal.App.5th 924 (2021). Plaintiffs are Aggrieved  
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1 Employees against whom one or more of the alleged violations occurred. The civil penalties  
2 sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be  
3 established according to proof at trial.

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

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

13 6. Venue is proper in this Court because, upon information and belief, Defendants  
14 maintain offices, have agents, and/or transact business in the State of California, County of  
15 Riverside.

### 16 **PARTIES**

17 7. Plaintiff ANABEL HERNÁNDEZ ARROYO is an individual residing in the  
18 County of Riverside, State of California.

19 8. Plaintiff ALVINO DENOVA is an individual residing in the County of Riverside,  
20 State of California.

21 9. Plaintiffs are not suing in their individual capacity with respect to their Tenth  
22 Cause of Action. Instead, they are proceeding therein solely under the PAGA, on behalf of the  
23 State of California for all Aggrieved Employees. Plaintiffs are Aggrieved Employee as defined  
24 under PAGA because they were employed by Defendant and suffered the labor code violations  
25 alleged herein.

26 10. Defendant PARTNERS PERSONNEL – MANAGEMENT SERVICES, LLC is,  
27 and at all times herein mentioned was, a limited liability company organized and existing under  
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1 the laws of the State of Delaware and registered to do business in the State of California.

2 11. Defendant SAMPA USA LLC is, and at all times herein mentioned was, a limited  
3 liability company organized and existing under the laws of the State of Texas and registered to  
4 do business in the State of California.

5 12. Plaintiffs are ignorant of the identities of defendants Does 1 through 50, inclusive,  
6 and therefore sue these defendants by such fictitious names. The Doe defendants may be  
7 individuals, partnerships, or corporations. Plaintiffs are informed and believe, and thereon allege  
8 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,  
9 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at  
10 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and  
11 authorization of such agency, employment, joint venture and conspiracy. Plaintiffs will amend  
12 this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed  
13 and believe and thereon allege that each of the fictitiously named Doe defendants is responsible  
14 in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged  
15 were proximately caused by its conduct. PARTNERS PERSONNEL – MANAGEMENT  
16 SERVICES, LLC; SAMPA USA LLC; and Doe Defendants 1 through 50 are collectively referred  
17 to herein as "Defendants".

18 13. Defendants are, and at all times herein mentioned were, (a) conducting business  
19 in the County of Riverside, State of California, and (b) the employer of Plaintiff consistent with  
20 the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

21 14. Plaintiffs further allege that Defendants directly or indirectly controlled or affected  
22 the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the  
23 Class, and the Aggrieved Employees so as to make each of said Defendants employers and jointly  
24 liable under the statutory provisions set forth herein.

25 **CLASS ACTION ALLEGATIONS**

26 15. Plaintiffs bring the First through Ninth Causes of Action as a class action on their  
27 own behalf and on behalf of all other members of the general public similarly situated, and, thus,  
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1 seeks class certification under Code of Civil Procedure section 382.

2 16. The proposed class is defined as follows: All current and former non-exempt  
3 employees of any of the Defendants within the State of California at any time commencing four  
4 (4) years preceding the filing of Plaintiffs' complaint up until the time that notice of the certified  
5 class action is provided to the class (hereinafter referred to as the "Class" or "Class Members").

6 17. Plaintiffs reserve the right to establish other subclasses as appropriate.

7 18. The Class is ascertainable and there is a well-defined community of interest in the  
8 litigation:

9 a. Numerosity: The Class Members are so numerous that joinder of all Class  
10 Members is impracticable. The membership of the entire Class is unknown to  
11 Plaintiff at this time; however, the Class is estimated to be over fifty (50)  
12 individuals and the identity of such membership is readily ascertainable by  
13 inspection of Defendants' employment records.

14 b. Typicality: Plaintiffs' claims are typical of all other Class Members demonstrated  
15 herein. Plaintiffs will fairly and adequately protect the interests of the other Class  
16 Members with whom they have a well-defined community of interest.

17 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each Class  
18 Member, with whom they have a well-defined community of interest and  
19 typicality of claims, as demonstrated herein. Plaintiffs have no interests that are  
20 antagonistic to the other Class Members. Plaintiffs' attorneys, the proposed class  
21 counsel, are versed in the rules governing class action discovery, certification, and  
22 settlement. Plaintiffs have incurred, and during the pendency of this Action will  
23 continue to incur, costs and attorneys' fees, that have been, are, and will be  
24 necessarily expended for the prosecution of this action for the substantial benefit  
25 of each Class Member.

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

- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

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

- a. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiffs and the other Class Members for all hours worked, and missed, short, late, or interrupted meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other Class Members;
- d. Whether Defendants deprived Plaintiffs and the other Class Members of meal and/or rest periods or required Plaintiffs and the other Class Members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided with a legally compliant meal period;
- f. Whether Defendants failed to pay rest period premium wages to Class Members when they were not authorized and permitted to take legally compliant rest periods;

- 1 g. Whether Defendants failed to pay minimum wages to Plaintiffs and the other  
2 Class Members for all hours worked;
- 3 h. Whether Defendants failed to pay Plaintiffs and the other Class Members the  
4 required minimum wage pursuant to California law;
- 5 i. Whether Defendants failed to pay Plaintiffs and the other Class Members proper  
6 overtime compensation pursuant to California law;
- 7 j. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class  
8 Members within the time required upon their discharge or resignation from  
9 employment;
- 10 k. Whether Defendants failed to reimburse Plaintiffs and the other Class Members  
11 for all necessary business-related expenses and costs in violation of California  
12 Labor Code section 2802;
- 13 l. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other  
14 Class Members during their employment;
- 15 m. Whether Defendants complied with wage reporting as required by the California  
16 Labor Code, including section 226;
- 17 n. Whether Defendants' conduct was with malice, fraud, or oppression;
- 18 o. Whether Defendants' conduct was willful or reckless;
- 19 p. Whether Defendants engaged in unfair business practices in violation of  
20 California Business & Professions Code section 17200, *et seq.* based on their  
21 improper withholding of compensation and deduction of wages;
- 22 q. The appropriate amount of damages, restitution, and/or monetary penalties  
23 resulting from Defendants' violation of California law; and
- 24 r. Whether Plaintiffs and the other Class Members are entitled to compensatory  
25 damages pursuant to the California Labor Code.

26 **GENERAL ALLEGATIONS**

27 20. Defendant Partners Personnel – Management Services, LLC is a full-service  
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staffing company with offices in California and throughout the United States.

21. Defendant Sampa USA LLC provides components and systems for heavy-duty trucks and trailers.

22. Defendants employed Plaintiff ANABEL HERNÁNDEZ ARROYO to work as a forklift driver from approximately February 20, 2024, to January 9, 2025.

23. Defendants employed Plaintiff ALVINO DENOVA to work as a forklift driver from approximately February 18, 2024, to January 9, 2025.

24. At all relevant times set forth herein, Defendants employed Plaintiffs, the Class, and the Aggrieved Employees as hourly-paid or non-exempt employees.

25. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiffs, the Class, and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiffs, the Class, and the Aggrieved Employees; and to hire and terminate the employment of Plaintiffs, the Class, and the Aggrieved Employees.

26. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

27. Plaintiffs are informed and believe and thereon allege that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiffs, the Class, and the Aggrieved Employees to work off-the-clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented policies that prohibited Plaintiffs, the Class, and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiffs, the Class, and the Aggrieved Employees all wages owed, including through impermissible editing of employees' time records. In addition, Defendants routinely failed to permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of California law. Defendants also failed to reimburse

1 Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related expenses.

2 28. Throughout the time period involved in this case, Defendants have implemented  
3 policies and practices which failed to provide Plaintiffs, the Class, and the Aggrieved Employees  
4 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiffs, the Class,  
5 and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish  
6 control over Plaintiffs, the Class, and the Aggrieved Employees during their meal periods,  
7 regularly failed to permit Plaintiffs, the Class, and the Aggrieved Employees a reasonable  
8 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiffs, the Class,  
9 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later  
10 than the end of their fifth hour of work and/or from taking a second thirty (30) minute  
11 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten  
12 (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiffs,  
13 the Class, and the Aggrieved Employees.

14 29. Throughout the time period involved in this case, Defendants did not adequately  
15 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take meal periods  
16 under California law. Moreover, Defendants systematically disregarded their own written policies  
17 regarding the provision and timing of meal periods for Plaintiffs, the Class, and the Aggrieved  
18 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,  
19 and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free  
20 meal periods, and to require Plaintiffs, the Class, and the Aggrieved Employees to work through  
21 their meal periods, for which they were not compensated.

22 30. Throughout the time period involved in this case, Defendants failed to pay  
23 Plaintiffs, the Class, and the Aggrieved Employees premium wages for meal periods that were  
24 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should  
25 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all  
26 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal  
27 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants  
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1 routinely failed to provide legally compliant meal periods to Plaintiffs, the Class, and the  
2 Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiffs, the  
3 Class, and the Aggrieved Employees at their regular rate of pay when a meal period was missed,  
4 short, late, and/or interrupted.

5       31. Throughout the time period involved in this case, Defendants have implemented  
6 policies and practices which prohibited Plaintiffs, the Class, and the Aggrieved Employees from  
7 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and  
8 permit Plaintiffs, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest  
9 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,  
10 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to  
11 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each  
12 work period.

13       32. Throughout the time period involved in this case, Defendants did not adequately  
14 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take rest periods under  
15 California law. Moreover, Defendants systematically disregarded their own written policies  
16 regarding the provision and timing of rest periods for Plaintiffs, the Class, and the Aggrieved  
17 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,  
18 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and  
19 duty-free rest periods, and to regularly require Plaintiffs, the Class, and the Aggrieved Employees  
20 to work through their rest periods.

21       33. Throughout the time period involved in this case, Defendants failed to pay  
22 Plaintiffs, the Class, and the Aggrieved Employees premium wages for rest periods that were  
23 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should  
24 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all  
25 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period  
26 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely  
27 failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take duty-  
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1 free rest periods, and failed to pay one additional hour of pay to Plaintiffs, the Class, and the  
2 Aggrieved Employees at their regular rate of pay when a rest period was missed, short, late, and/or  
3 interrupted.

4 34. Throughout the time period involved in this case, Defendants regularly required  
5 Plaintiffs, the Class, and the Aggrieved Employees to perform work off-the-clock. Although  
6 Defendants prohibited overtime, Defendants still regularly required that Plaintiffs, the Class, and  
7 the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiffs, the Class,  
8 and the Aggrieved Employees were regularly required to perform work off-the-clock for which  
9 they were not compensated.

10 35. Throughout the time period involved in this case, Defendants implemented  
11 policies that prohibited Plaintiffs, the Class, and the Aggrieved Employees from accurately  
12 recording the actual time worked, resulting in a failure to pay Plaintiffs, the Class, and the  
13 Aggrieved Employees all wages owed, including through impermissible editing of employees'  
14 time records.

15 36. Throughout the time period involved in this case, Plaintiffs, the Class, and the  
16 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a  
17 week.

18 37. Throughout the time period involved in this case, Defendants regularly failed to  
19 pay all overtime compensation owed to Plaintiffs, the Class, and the Aggrieved Employees when  
20 they worked in excess of eight (8) hours in a single workday and/or forty (40) hours in a single  
21 work week, or in excess of twelve (12) hours in a single workday and/or eighty (80) hours in a  
22 single work week. Defendants knew or should have known that Plaintiffs, the Class, and the  
23 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that  
24 they were not receiving wages for overtime compensation.

25 38. Throughout the time period involved in this case, Defendants failed to pay  
26 overtime to Plaintiffs, the Class, and the Aggrieved Employees for all overtime hours worked  
27 based on regular rates of pay correctly calculated to include all applicable remuneration.  
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1           39.       Throughout the time period involved in this case, Defendants regularly failed to  
2 pay Plaintiffs, the Class, and the Aggrieved Employees all wages owed to them upon discharge  
3 or resignation. Defendants knew or should have known that Plaintiffs, the Class, and the  
4 Aggrieved Employees were entitled to receive all wages owed to them upon termination within  
5 the time permissible under California Labor Code section 202. Plaintiffs, the Class, and the  
6 Aggrieved Employees did not receive payment of all final wages owed to them upon discharge  
7 or resignation, including overtime compensation and minimum wages within any time  
8 permissible under California Labor Code section 202.

9           40.       Throughout the time period involved in this case, Defendants regularly failed to  
10 pay Plaintiffs, the Class, and the Aggrieved Employees all wages within any time permissible  
11 under California law, including, *inter alia*, California Labor Code section 204. Defendants knew  
12 or should have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to  
13 receive all wages owed to them during their employment. Plaintiffs, the Class, and the Aggrieved  
14 Employees did not receive payment of all wages, including overtime compensation, minimum  
15 wages, and meal and rest period premiums.

16           41.       Throughout the time period involved in this case, Defendants regularly failed to  
17 provide complete or accurate wage statements to Plaintiffs, the Class, and the Aggrieved  
18 Employees. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved  
19 Employees were entitled to receive complete and accurate wage statements in accordance with  
20 California law, but, in fact, they did not receive complete and accurate wage statements from  
21 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours  
22 worked, the actual gross wages earned, the correct rates of pay, the inclusive pay period dates,  
23 net wages earned, and all applicable hourly rates.

24           42.       Throughout the time period involved in this case, Defendants regularly failed to  
25 keep complete or accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees.  
26 Defendants knew or should have known that Defendants were required to keep complete and  
27 accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees in accordance  
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1 with California law, but, in fact, did not keep complete and accurate payroll records.

2 43. Throughout the time period involved in this case, Defendants regularly failed to  
3 maintain accurate records relating to Plaintiffs', the Class's, and the Aggrieved Employees' work  
4 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

5 44. Throughout the time period involved in this case, Defendants failed to reimburse  
6 Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related expenses,  
7 including but not limited to steel-toed boots. Defendants knew or should have known that  
8 Defendants were required to reimburse Plaintiffs, the Class, and the Aggrieved Employees for all  
9 necessary business-related expenses and costs, but, in fact, failed to do so in violation of  
10 California law.

11 45. Throughout the time period involved in this case, Defendants knew or should have  
12 known that they had a duty to compensate Plaintiffs, the Class, and the Aggrieved Employees  
13 pursuant to California law. Defendants had the financial ability to pay such compensation, but  
14 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the  
15 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase  
16 Defendants' profits.

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

20 **FIRST CAUSE OF ACTION**

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

22 **(Against All Defendants)**

23 47. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and  
24 every allegation set forth above.

25 48. California Labor Code section 1198 and the applicable Industrial Welfare  
26 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without  
27 compensating them at a rate of pay either time-and-one-half or two-times that person's regular  
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1 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

2 49. Specifically, the applicable IWC Wage Order provides that Defendants are and  
3 were required to pay Plaintiffs and the other Class Members employed by Defendants, and  
4 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the  
5 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than  
6 forty (40) hours in a workweek.

7 50. The applicable IWC Wage Order further provides that Defendants are and were  
8 required to pay Plaintiffs and the Class overtime compensation at a rate of two times their regular  
9 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked  
10 in excess of eight (8) hours on the seventh day of work in a workweek.

11 51. California Labor Code section 510 codifies the right to overtime compensation at  
12 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a  
13 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of  
14 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess  
15 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

16 52. During the relevant time period, Plaintiffs and the other Class Members regularly  
17 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

18 53. During the relevant time period, Defendants intentionally and willfully failed to  
19 pay overtime wages owed to Plaintiffs and the other Class Members.

20 54. Defendants' failure to pay Plaintiffs and the other Class Members the unpaid  
21 balance of overtime compensation, as required by California laws, violates the provisions of  
22 California Labor Code sections 510 and 1198, and is therefore unlawful.

23 55. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class  
24 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
25 attorneys' fees.

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62. During the relevant time period, Plaintiffs and the other Class Members who were scheduled to work for a period of time in excess of ten (10) hours were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

63. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other Class Members to miss their meal periods and to take meal periods that were late, shortened, or interrupted, and failed to compensate Plaintiffs and the other Class Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

64. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

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

66. 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 the employee's regular rate of compensation for each workday that the meal period was not provided.

### **THIRD CAUSE OF ACTION**

#### **(Violation of California Labor Code § 226.7)**

#### **(Against All Defendants)**

67. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

68. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other Class Members' employment by Defendants.

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

order of the California IWC.

70. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours.”

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

72. During the relevant time period, Defendants willfully required Plaintiffs and the other Class Members to work during rest periods, failed to allow Plaintiffs and the other Class Member to take any rest period and/or failed to authorize and permit Plaintiffs and the other Class Members to take uninterrupted, duty-free rest breaks.

73. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class Members the full rest period premium due pursuant to California Labor Code section 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiffs and other Class Members from taking uninterrupted rest periods.

74. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

75. Pursuant to the applicable IWC Wage Orders 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 the employees’ regular hourly rate of compensation for each workday that the rest period was not provided.

#### **FOURTH CAUSE OF ACTION**

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

**(Against All Defendants)**

76. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

77. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

78. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiffs and the other Class Members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

79. 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 attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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

### **FIFTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 201, 202, 203)**

**(Against All Defendants)**

81. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

82. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later 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.

83. During the relevant time period, the employment of Plaintiffs and many other Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally and willfully failed to pay Plaintiffs and other Class Members who are no longer employed by Defendants all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their leaving Defendants' employ.

84. Defendants' failure to pay Plaintiffs and other Class Members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

86. Plaintiffs and other Class Members who are no longer employed by Defendants are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

### SIXTH CAUSE OF ACTION

**(Violation of California Labor Code §§ 204 and 210)**

**(Against All Defendants)**

87. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

88. At all times herein set forth, 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.

89. At all times herein set forth, 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.

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

91. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and other Class Members all wages due to them, within any time period permissible under California Labor Code section 204.

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

### **SEVENTH CAUSE OF ACTION**

#### **(Violation of California Labor Code § 226(a))**

#### **(Against All Defendants)**

93. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

94. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and

a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

95. Defendants have intentionally and willfully failed to provide Plaintiffs and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to, the failure list the total number of hours worked, the actual gross wages earned, the correct rates of pay, the inclusive pay period dates, net wages earned, and all applicable hourly rates.

96. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

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

98. Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

99. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

### **EIGHTH CAUSE OF ACTION**

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

#### **(Against All Defendants)**

100. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

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

102. Plaintiffs and the Class incurred necessary business-related expenses and costs that

1 were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary  
2 business-related expenses and costs included their failure to reimburse Plaintiffs and the Class for  
3 costs incurred as a result of, including but not limited to, simple negligence.

4 103. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the  
5 Class for all necessary business-related expenses and costs. Plaintiffs and the Class are entitled to  
6 recover from Defendants their business-related expenses and costs incurred during the course and  
7 scope of their employment, plus interest accrued from the date on which the employee incurred  
8 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

9 **NINTH CAUSE OF ACTION**

10 **(Violation of Cal. Business & Professions Code §§ 17200, *et seq.*)**

11 **(Against All Defendants)**

12 104. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and  
13 every allegation set forth above.

14 105. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
15 unlawful, and harmful to Plaintiffs and the Class, to the general public, and Defendants'  
16 competitors. Accordingly, Plaintiffs seeks to enforce important rights affecting the public interest  
17 within the meaning of Code of Civil Procedure section 1021.5.

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

21 107. A violation of California Business & Professions Code section 17200, *et seq.* may  
22 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies  
23 and practices of requiring employees, including Plaintiff and the Class, to work overtime without  
24 paying them proper compensation violate California Labor Code sections 510 and 1198.  
25 Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and  
26 the Class, to work through their meal and rest periods without paying them proper compensation  
27 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and  
28

practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code sections 201, 202, 203, and 204.

108. Defendants also violated California Labor Code sections 221, 226(a), 510, 1174(d), 1194, 1197, 1197.1, 2800, and 2802.

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

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

111. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

#### **TENTH CAUSE OF ACTION**

**(Violation of California Labor Code § 2699, *et seq.*)**

**(Against All Defendants)**

112. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

113. Plaintiffs bring their Tenth Cause of Action solely as a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), on behalf of the State of California for all Aggrieved Employees, including themselves and other Aggrieved Employees of Defendants against whom one or more of the alleged violations was committed.

114. PAGA specifically provides for a private right of action to recover civil penalties for violations of the 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

1 and Workforce Development Agency or any of its departments, divisions, commissions, boards,  
2 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through  
3 a civil action brought by an aggrieved employee on behalf of himself or herself and other current  
4 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §  
5 2699(a).

6 115. Plaintiffs were employed by Defendants and the Labor Code violations alleged  
7 above were committed against them during their time of employment. Plaintiffs are therefore,  
8 “aggrieved employee[s]” under PAGA.

9 116. As set forth in detail above, during all times relevant to this Action, Defendants  
10 have routinely subjected Plaintiffs and the Aggrieved Employees to violations of California Labor  
11 Codes by:

- 12 a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage  
13 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 14 b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime  
15 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 16 c. Failing to provide legally required meal periods to Plaintiffs and the Aggrieved  
17 Employees, and failing to pay Plaintiffs and the Aggrieved Employees an  
18 additional hour of premium pay for meal period violations in violation of Labor  
19 Code §§ 226.7 and 512.
- 20 d. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees to  
21 take duty-free rest periods, and failing to pay Plaintiffs and the Aggrieved  
22 Employees an additional hour of premium pay for rest period violations in  
23 violation of Labor Code §§ 226.7 and 512.
- 24 e. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages at the end  
25 of their employment in violation of Labor Code § 203.
- 26 f. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages owed  
27 during employment in violation of Labor Code § 204.

g. Failing to furnish Plaintiffs and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.

h. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

i. Failing to reimburse Plaintiffs and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

117. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiffs, individually and on behalf of the Aggrieved Employees and the State of California, request and are entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 sections 11010 and 11090, penalties under California Labor Code sections 2699, 210, 226, 226.3, 558, 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is an amount to be shown according to proof at trial.

118. Plaintiffs have exhausted their administrative remedies pursuant to Labor Code § 2699.3. On March 20, 2025, Plaintiffs, through their counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiffs' intent to bring a claim for civil penalties under PAGA. Plaintiffs also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiffs' March 20, 2025 notice, and the LWDA has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties for themselves and other Aggrieved Employees pursuant to Labor Code § 2699.3.

119. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs therefore seek an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

120. Plaintiffs may amend this complaint as a matter of right pursuant to California Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor Code § 2699.3.

### PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general public similarly situated, and as private attorneys general, pray for relief and judgment against Defendants, jointly and severally, as follows:

## Class Certification

1. That this Action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all Class Members.

### As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and other Class Members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

California Labor Code section 1194; and

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

**As to the Second Cause of Action**

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

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

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

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

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

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

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

**As to the Third Cause of Action**

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

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

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

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

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

1 due; and

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

3 **As to the Fourth Cause of Action**

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

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

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

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

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

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

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

17 **As to the Fifth Cause of Action**

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

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

24 32. For statutory wage penalties pursuant to California Labor Code section 203 for  
25 Plaintiff and other Class Members who have left Defendants' employ;

26 33. For pre-judgment interest on any unpaid compensation from the date such amounts  
27 were due; and  
28

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

**As to the Sixth Cause of Action**

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

36. For statutory penalties pursuant to California Labor Code section 210; and

37. For such other and further relief as the Court deems just and proper.

**As to the Seventh Cause of Action**

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

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

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

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

**As to the Eight Cause of Action**

42. 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 Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

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

**As to the Ninth Cause of Action**

47. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class

1 all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs  
2 and the Class, failing to pay at least minimum wages to Plaintiffs and the Class, failing to pay  
3 Plaintiffs' and other Class Members' wages timely as required by California Labor Code section  
4 201, 202, and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and  
5 2802;

6 48. For restitution of unpaid wages to Plaintiffs and the Class and all pre-judgment  
7 interest from the day such amounts were due and payable;

8 49. For the appointment of a receiver to receive, manage and distribute any and all  
9 funds disgorged from Defendants and determined to have been wrongfully acquired by  
10 Defendants as a result of violation of California Business and Professions Code sections 17200,  
11 *et seq.*;

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

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

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

17 **As to the Tenth Cause of Action**

18 53. For statutory attorneys' fees and costs pursuant to section 2699(g)(1) of the  
19 California Labor Code;

20 54. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,  
21 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor  
22 Code and/or other applicable statutes; and

23 55. For such other relief as the Court deems just and proper.

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1 Dated: May 27, 2025

**PROTECTION LAW GROUP, LLP**

2  
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