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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ORLANDO WILSON, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

960 N LA BREA, LLC d/b/a HEIMAT, a Delaware Limited Liability Company; RSG GROUP NORTH AMERICA LP, a Delaware Limited Partnership; RSG GROUP USA INC., a Delaware Corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. 26STCV31168

CLASS ACTION COMPLAINT for:

1. **Recovery of Unpaid Minimum Wages**
2. **Failure to Provide Rest Periods**
3. **Failure to Provide Accurate Wage Statements**
4. **Failure to Indemnify for Expenses and Losses**
5. **Unfair Competition**
6. **Penalties Pursuant to Labor Code § 2699, et. seq.**

DEMAND FOR JURY TRIAL.

COMES NOW Plaintiff ORLANDO WILSON ("Plaintiff"), individually and behalf of all others similarly situated, and asserts claims against Defendants 960 N LA BREA, LLC d/b/a HEIMAT, a Delaware Limited Liability Company; RSG GROUP NORTH AMERICA LP, a Delaware Limited Partnership; RSG GROUP USA INC., a Delaware Corporation; and DOES 1 through 20, inclusive (collectively, "Defendants") as follows:

I. INTRODUCTION

1. This is a proposed class action for recovery of damages, statutory penalties, and restitution, and to address an employer's violations of California's wage and hour laws.

2. In this case, Defendants violated various provisions of the California Labor Code and IWC Wage Orders. As set forth below, Defendants implemented policies and practices that led to violations resulting from Defendants': (a) failure to accurately pay all wages due, including minimum wages; (b) failure to authorize and permit fully compliant rest breaks and failure to pay an additional hour of pay in lieu of providing a compliant rest period; (c) failure to provide accurate itemized wage statements; and (d) failure to indemnify employees for necessary business expenses and/or losses. As a result, Plaintiff seeks damages, statutory penalties, and restitution on behalf of himself and all other similarly situated individuals.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue of this action in the County of Los Angeles is proper pursuant to Code of Civil Procedure §§ 395 and 395.5 because many of the wrongful acts complained of occurred in Los Angeles County, and Defendants are found, maintain offices in, and/or transact business in Los

Angeles County. Defendants are operating and doing business in California and, upon information and belief, Los Angeles County, and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Class Members within Los Angeles County and elsewhere in California.

6. On information and belief, Defendants have conducted business within the State of California during the purported class period and continue to conduct business in the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and on the similarly situated non-exempt Class Members within Los Angeles County and the State of California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory class period and continuing to the present, Defendants consistently maintained and enforced against Defendants' non-exempt employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws (a) failure to accurately pay all wages due, including minimum wages (b) failure to authorize and permit fully compliant rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour of pay in lieu of providing a compliant rest period; (c) failure to provide accurate itemized wage statements; and (d) failure to indemnify employees for necessary expenditures and/or losses.

9. On information and belief, during the statutory class period and continuing to the present, Defendants have had a consistent policy of failing to pay minimum wages for hours worked while subject to the control of Defendants.

10. On information and belief, during the statutory class period and continuing to the present, Defendants have had a consistent policy of failing to provide certain non-exempt employees within the State of California, including Plaintiff, unfettered, uninterrupted, duty free rest periods of at least (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such

employees one (1) hour of pay at the regular rate of compensation for each workday a rest period was untimely, interrupted and/or not provided, as required by California state wage and hour laws.

11. On information and belief, during the statutory Class Period and continuing to the present, Defendants have had a consistent policy of failing to reimburse employees for necessary business expenditures, including, without limitation, employees' use of their personal cellular phones for Defendants' benefit.

12. On information and belief, during the statutory Class Period and continuing to the present, Defendants have had a consistent policy of failing to provide accurate itemized wage statements.

III. PARTIES

A. Plaintiff

13. Plaintiff ORLANDO WILSON was, at all times relevant to this action, a resident of California. Plaintiff is and was, during all relevant times, employed by Defendants as a non-exempt employee working as a Group Fitness Instructor at the HEIMAT fitness club located at 960 N. La Brea Avenue, Los Angeles, California 90038, from approximately June 2022 to the present.

14. While employed with Defendants, Plaintiff and other similarly situated non-exempt employees were regularly required to and subsequently suffered:

(a) to perform work subject to the control of the employer without being compensated at least minimum wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");

(b) without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at her regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

(c) to incur necessary expenses and/or losses without Defendants' indemnification; and

(d) to receive wage statements that were not accurate and did not contain all information required by Labor Code section 226(a).

B. Defendants

15. Based on information and belief, Defendant 960 N LA BREA, LLC d/b/a HEIMAT ("HEIMAT") was and is a Delaware limited liability company operating in and authorized to conduct business in the State of California, including in Los Angeles County. On information and belief, Defendant Heimat owns and operates the HEIMAT fitness club located at 960 N. La Brea Avenue, Los Angeles, California 90038, which offers group fitness classes, personal training, and related fitness and lifestyle services to its members, including in Los Angeles County.

16. Based on information and belief, Defendant RSG GROUP NORTH AMERICA LP ("RSG NORTH AMERICA") was and is a Delaware limited partnership operating in and authorized to conduct business in the State of California, including in Los Angeles County. On information and belief, Defendant RSG NORTH AMERICA owns, operates, and/or manages fitness clubs and brands in the State of California, including the HEIMAT fitness club.

17. Based on information and belief, Defendant RSG GROUP USA INC. ("RSG USA") was and is a Delaware corporation operating in and authorized to conduct business in the State of California, including in Los Angeles County. On information and belief, Defendant RSG USA owns, operates, and/or franchises fitness clubs and brands, including HEIMAT and Gold's Gym, in the State of California, including in Los Angeles County.

18. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 20, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

19. Plaintiff is informed and believe and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other similarly situated individuals, and exercised control over their wages, hours, and working conditions. Plaintiff is

informed and believe and thereon allege that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

IV. CLASS ACTION ALLEGATIONS

20. Plaintiff seeks to bring this action as a class action under Code of Civil Procedure section 382. The class Plaintiff seeks to represent is defined as follows: "All individuals employed by Defendants as a non-exempt employee, however titled, in the State of California during the period commencing on the date that is four years preceding the filing of this complaint."

21. Ascertainable Class. The proposed class and subclass are ascertainable as their members can be identified and located using information in Defendants' payroll and personnel records.

22. Common Questions of Law and Fact. This lawsuit is suitable for class treatment because common questions of law and fact predominate over individual issues. Common questions include, but are not limited to, the following: (1) whether Defendants properly calculated and paid all amounts due to the Class Members for wages earned, including minimum wages, under California law, (2) whether Defendants violated the California Labor Code and/or IWC Wage Orders by withholding wages, including minimum wages, from the Class Members, (3) whether Defendants violated the California Labor Code and/or IWC Wage Orders by failing to provide the Class Members with all required rest periods on a fully compliant basis; (4) whether Defendants provided the Class Members with proper, itemized wage statements; (5) whether Defendants reimbursed the Class Members for necessary expenses and/or losses; (6) whether Defendant violated California Business and Professions Code sections 17200, et seq., and (7) whether Defendants jointly employed the Class Members.

23. Numerosity. The plaintiff class is so numerous that the individual joinder of all members is impractical under the circumstances of this case. While the exact number of class members is unknown to Plaintiff, Plaintiff is informed and believes the class consists of at least 100 individuals.

24. Typicality. Plaintiff's claims are typical of the claims of the class and subclass members. Plaintiff suffered a similar injury as the other class members as a result of Defendants' common practices regarding the calculation and payment of wages, including minimum wages, provision of rest breaks and/or compensation in lieu thereof, provision of wage statements, and reimbursement for expenses and/or losses. In addition, Plaintiff will fairly and adequately protect the interests of the class members. Plaintiff has no interests adverse to the interests of the other class members.

25. Superiority. A class action is superior to other available means for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impractical. Class action treatment will permit a large 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. Furthermore, as the damages suffered by each individual member of the class may be relatively small, the expenses and burden of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, while 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. Finally, the alternative of filing a claim with the California Labor Commissioner is not superior, given the lack of discovery in such proceedings, the fact that there are fewer available remedies, and the losing party has the right to a trial de novo in the Superior Court.

V. GENERAL ALLEGATIONS

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants jointly employ or employed Plaintiff and the Class Members in Los Angeles County and throughout California during the class period. Plaintiff and Class Members were compensated based upon an hourly rate and have at all relevant times been non-exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

27. Defendants, at all relevant times, maintained significant control over Plaintiff and the Class Members, and over their working conditions.

28. The workload for Plaintiff and each Class Member was structured by Defendants, and Plaintiff and the Class Members had no control over which tasks they were to complete each day. Plaintiff and the Class Members were required to be on be working and complete all work assigned to them regardless of the length of their shift.

29. Defendants had the power to train, discipline, supervise, and terminate Plaintiff and the Class Members. Plaintiff and the Class Members dealt with Defendants managerial and supervisory personnel on a daily basis and received their assignments from Defendants.

30. The work performed by Plaintiff and the CLASS MEMBERS required no specialized skill and is part of the regular business of Defendants.

31. Plaintiff is informed and believes that he and the Class Members were not compensated for all time worked as Defendants would regularly suffer and permit Plaintiff and Class Members to work off the clock, but Plaintiff and Class Members were not compensated for hours worked off the clock. For example, Plaintiff and other instructors were required to plan and prepare their classes, including programming, choreography, and music, and to set up for and clean up after their classes, including cleaning and returning equipment and resetting studios, without being compensated for that time. Plaintiff is informed and believes that Defendants' managerial personnel directed instructors to perform post-class cleanup after they had clocked out. Plaintiff is further informed and believes that Defendants' timekeeping practices recorded instructors' clock-in times to a scheduled or recommended start time rather than the time actually worked, which resulted in the underpayment of wages.

32. Plaintiff is informed and believes that during the class period, Plaintiff and the Class Members were consistently required to work in excess of four (4) hours (or major fraction thereof) without receiving lawful ten (10) minute rest periods, and were not paid one (1) hour of premium wages at the regular rate of compensation in lieu thereof, all in violation of the California Labor Code. Defendants required Plaintiff and the Class Members to perform work off the clock, including setting up and cleaning up before and after classes. Defendants did not count that time in determining

whether rest periods were owed, so Plaintiff and the Class Members were denied rest periods on days when their total hours worked entitled them to one. Defendants also placed restrictions on where employees could take their rest periods. Those restrictions required employees to spend part of their rest periods traveling to and from designated areas, which shortened their rest periods. Accordingly, Plaintiff and the Class Members were not provided lawful rest periods and were not paid one hour of wages in lieu thereof under Defendants' policies and practices.

33. Upon information and belief, Defendants failed to provide accurate itemized wage statements to Plaintiff and the Class Members as no wage statements were provided or failed to accurately account for, inter alia, gross wages earned, total hours worked, and net wages earned.

34. Upon information and belief, Defendants knew and or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to perform work subject to the control of the Defendant without being compensated at least minimum wages;

(b) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(c) failing to provide accurate itemized wage statements; and

(d) requiring employees to pay for their own necessary expenses and/or business losses.

35. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Class Members for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

FIRST CAUSE OF ACTION

RECOVERY OF UNPAID MINIMUM WAGES

(Labor Code §§ 1194 and 1194.2)

36. Plaintiff incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

37. At all relevant times, Plaintiff and the Class Members were employees covered by Labor Code section 1194 and the applicable IWC Wage Order.

38. Pursuant to Labor Code section 1194 and the applicable IWC Wage Order, Plaintiff and the Class Members were entitled to at least the minimum wage for all hours worked.

39. As alleged herein, Plaintiff and the Class Members regularly worked hours for which they were not compensated by Defendants as required by California law, including hours worked off the clock, planning, setting up for, and cleaning up after classes, which resulted in an overall loss of compensable hours worked and underpayment of wages.

40. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in an amount, subject to proof, to the extent that they were not paid for all hours worked.

41. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and the Class Members are entitled to recover all unpaid minimum wages and liquidated damages, plus attorney's fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(Labor Code § 226.7)

42. Plaintiff incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

43. At all relevant times, Plaintiff and the Class Members were employees covered by Labor Code section 226.7 and the applicable IWC Wage Order.

44. Labor Code section 226.7 and the applicable IWC Wage Order provide that employers shall authorize and permit employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) hours of work or major fraction thereof.

45. Labor Code section 226.7 and the applicable IWC Wage Order further provide that if an employer fails to provide an employee rest periods in accordance with the law, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not authorized and permitted.

46. As alleged herein, Defendants failed to provide Plaintiff and the Class Members all required and/or fully compliant rest periods, or compensation in lieu thereof. Defendants employed policies and procedures that ensured Plaintiff and the Class Members would not receive all legally required rest periods, as Defendants did not authorize and permit all required rest periods in strict accordance to, and in compliance with, the timing requirements of all applicable Wage Orders. Defendants similarly employed policies and procedures that rendered rest breaks non-compliant with the requirements of California law by, inter alia, failing to relieve Plaintiff and the Class Members of all duties and all employer control. Defendants further employed policies and procedures ensuring Plaintiff and the Class Members did not receive premium wages to compensate them for workdays they did not receive all legally required and fully compliant rest periods.

47. Defendants failed to provide Plaintiff and the Class Members with all required rest periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiff and the Class Members are entitled to one additional hour's pay for each day a rest period was missed or was not fully compliant, all in an amount to be proved at trial.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Labor Code § 226)

48. Plaintiff incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

49. As alleged herein, Defendants knowingly and intentionally failed to provide Plaintiff and the Class Members with proper, itemized wage statements by, inter alia, failing to

fully and accurately report gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and all hours worked at each rate, and the name and address of the legal entity that is the employer.

50. Accordingly, under Labor Code section 226, Plaintiff and the Class Members each are entitled to statutory penalties in the amount of $50.00 for the initial pay period in which a violation occurred, and $100.00 for each subsequent pay period in which a violation occurred, up to an aggregate penalty of $4,000.00 per employee, plus attorney's fees and costs, all in an amount to be proved at trial.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES AND/OR LOSSES

(Labor Code § 2802)

51. Plaintiff incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

52. California Labor Code section 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

53. During the Class Period, Defendants failed to indemnify Plaintiff and the Class Members for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Defendants, including, without limitation, the use of their personal cellular phones and equipment and services necessary to teach Defendants' classes, in violation of California Labor Code section 2802.

54. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and the Class Members have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code section 2802(b). Additionally, Plaintiff and the Class Members are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorney's fees, including those provided in California Labor Code section 2802(c), as well as other available remedies.

FIFTH CAUSE OF ACTION

VIOLATION OF UNFAIR COMPETITION LAW

(Bus. & Prof. Code §§ 17200, et seq.)

55. Plaintiff incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

56. As alleged herein, Defendants' failure to, inter alia, pay all wages earned, including minimum wages, and failure to pay premium wages in lieu of missed or non-compliant rest periods, all in violation of the Labor Code and Wage Orders, constitutes an unlawful, unfair or fraudulent business act or practice, in violation of Business & Professions Code §§ 17200, et seq.

57. Pursuant to Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all unpaid wages and other sums owed, plus attorney's fees and costs, in an amount to be proved at trial.

SIXTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (PAGA)

(Labor Code §§ 2698, 2699, et seq.)

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out above in the preceding paragraphs.

59. Plaintiff, as a result of his employment with Defendants, is an aggrieved employee for purposes of this Complaint with standing to bring an action under PAGA. Plaintiff was, and presently is, employed by Defendants and personally suffered the Labor Code violations alleged herein within the period prescribed by Labor Code section 2699(c).

60. As a result of the acts alleged above, Plaintiff seeks penalties under California Labor Code sections 2698, 2699 and 2699.3 et seq. because of Defendants' violation of California Labor Code sections 218, 218.5, 218.6, 226, 226.7, 510, 1174, 1174.5, 1194, 1197, and 2802.

61. For each such violation, Plaintiff, on behalf of himself and other aggrieved employees, seek penalties in an amount according to proof at the time of trial based on the following formula: (1) $100 for the initial violation per employee per pay period; (2) $200 for each subsequent violation per employee per pay period.

62. Labor Code sections 1194.2 and 1197.1 authorizes employees to recover liquidated damages in an amount equal to the wages unlawfully withheld and interest thereon. Labor Code 1197.1 also authorized civil penalties as follows: $100 for any initial violation intentional committed per employee per pay period in which a violation occurs, and $250 per subsequent violation per employee per pay period in which a violation occurs, regardless of whether the first violation was intentional.

63. As set forth above, Defendants failed to pay Plaintiff and aggrieved employees minimum wages for all hours worked. Accordingly, Plaintiff and the Class Members are entitled to recover liquidated damages per Labor Code sections 1194 and 1197 through PAGA.

64. In addition, Plaintiff failed to provide Plaintiff and all aggrieved employees with itemized wages statements in compliance with Labor Code section 226(a). Plaintiff seeks separate PAGA penalties for Defendants' violation of Labor Code sections 226(a), 226(e), and 226.3. Said penalties are as follows:

i. Labor Code § 226: $50 per initial violation per employee per pay period and $100 per subsequent violation per pay period, with a $4000 maximum aggregate penalty per employee; and

ii. Labor Code 226.3: $250 per employee per initial violation and $1,000 per subsequent violation per employee per pay period.

65. Plaintiff additionally seeks a reasonable attorney's fees and costs pursuant to California Labor Code section 2699(g)(1).

66. Plaintiff has complied with all requirements set forth in Labor Code section 2699.3 et seq. to bring and amend this civil action. On or about July 9, 2025, Plaintiff filed written notice online with the Labor and Workforce Development Agency, and gave written notice by certified mail to Defendants HEIMAT, RSG GROUP NORTH AMERICA LP, and RSG GROUP USA INC., of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations (LWDA Case No. LWDA-CM-1110685-25). The LWDA has not provided any written notice of its intention to investigate the claimed violations within sixty-five (65) calendar days of the date of the notice.

67. This claim under Labor Code section 2699 and 2699.3 et seq. does not require class certification as it is brought under the special Private Attorney General Act provisions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

(a) CLASS CERTIFICATION:

i. For an order certifying the case as a class action;

ii. For an order that Plaintiff be certified as the class representative; and

iii. For an order that Plaintiff's counsel be certified as class counsel.

(b) ON THE FIRST CAUSE OF ACTION:

i. For compensatory and liquidated damages for unpaid minimum wages according to proof; and

ii. For prejudgment interest as permitted by law.

(c) ON THE SECOND CAUSE OF ACTION:

i. For compensatory damages for unpaid premium wages for missed rest periods according to proof; and

ii. For prejudgment interest as permitted by law.

(d) ON THE THIRD CAUSE OF ACTION:

i. For compensatory damages and/or statutory penalties for inaccurate wage statements according to proof;

ii. For an order requiring Defendants to comply with Labor Code section 226(a); and

iii. For prejudgment interest as permitted by law.

(e) ON THE FOURTH CAUSE OF ACTION:

i. For unreimbursed expenses incurred in the performance of their duties according to proof; and

ii. For prejudgment interest as permitted by law.

(f) ON THE FIFTH CAUSE OF ACTION:

i. For restitution of all amounts wrongfully withheld from Plaintiff and the Class Members; and

ii. For prejudgment interest as permitted by law.

(g) ON THE SIXTH CAUSE OF ACTION:

i. For civil penalties pursuant to Labor Code sections 2698 and 2699, et seq.; and

(h) ON ALL CAUSES OF ACTION:

i. For judgment in favor of Plaintiff and the Class;

ii. For reasonable attorney's fees and costs of suit;

iii. For pre- and post-judgment interest as provided by law; and

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

Dated: October 1, 2026

MAKAREM & ASSOCIATES, APLC

By: Sofie Jackson
Ronald W. Makarem
Samuel D. Almon
Sofie L. Jackson
Attorneys for Plaintiff, individually
and on behalf of all others similarly situated

DEMAND FOR JURY TRIAL

Plaintiff and the Class Members request a jury trial in this matter.

Dated: October 1, 2026

MAKAREM & ASSOCIATES, APLC

By: Sofie Jackson
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Attorneys for Plaintiff, individually
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