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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

THOMAS ONEY, an individual, on behalf of himself and other similarly situated employees in the State of California,

Plaintiff,

v.

O'LINN SECURITY INCORPORATED, a California corporation; KIMBERLY O'LINN, an individual; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2506418

CLASS AND REPRESENTATIVE ACTION COMPLAINT

1. Failure to Provide Meal Periods;
2. Failure to Provide Rest Periods;
3. Failure to Pay Minimum, Regular and Overtime Wages;
4. Failure to Indemnify All Necessary Expenditures;
5. Failing to Furnish Accurate Itemized Wage Statements;
6. Violation of Business and Professions Code § 17200 et seq.; and
7. Violation of the Private Attorneys General Act of 2004 (Lab. Code § 2698 et seq.)

Plaintiff THOMAS ONEY, on behalf of himself and all other similarly-situated employees of Defendants O'LINN SECURITY INCORPORATED, KIMBERLY O'LINN, and DOES 1 through 10, inclusive, alleges as follows:

INTRODUCTION

1. This class and representative action is brought by Plaintiff THOMAS ONEY ("Plaintiff") on behalf of himself and all other current and former non-exempt employees of Defendants O'LINN SECURITY INCORPORATED, KIMBERLY O'LINN, and DOES 1 through 10 (collectively, "Defendants"), who worked in California during the relevant time period (the "Class").

2. Plaintiff also brings this enforcement action under the Private Attorneys General Act of 2004 (codified in Labor Code §§ 2698, et seq., "PAGA") on behalf of himself and all other persons who are or have been employed by Defendants as non-exempt employees in California, and who suffered at least one of the Labor Code violations alleged herein during the relevant time period (referred to herein as "Aggrieved Employees").

3. Plaintiff asserts that during the relevant time period, Defendants engaged in a common pattern and practice of wage and hour violations under the Labor Code ("Labor Code") and the applicable California Industrial Welfare Commission ("IWC") Wage Order to decrease their employment-related costs and increase their profits by, among other things:

a. Failing to provide legally compliant meal periods;

b. Failing to authorize and permit legally compliant rest periods;

c. Failing to compensate for all hours actually worked, including minimum, regular, and/or overtime wages;

d. Failing to reimburse for necessary business expenses;

e. Failing to furnish accurate itemized wage statements; and

f. Engaging in unlawful, unfair, and fraudulent business practices.

4. By and through this class and PAGA action, Plaintiff seeks to recover all available remedies, including, but not limited to, unpaid wages, damages, statutory penalties, civil penalties, restitution, and injunctive relief, as well as reasonable attorneys' fees and litigation costs, as provided under California law.

5. All allegations in this Complaint are based upon information and belief except those allegations that pertain to Plaintiff, which are based upon his personal knowledge. Each allegation in this Complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and formal discovery.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to Code of Civil Procedure § 410.10. The amount in controversy for Plaintiff and the Class, exclusive of interest, costs, and attorneys' fees, exceeds the minimum jurisdictional limit of this Court. Pursuant to Code of Civil Procedure § 382 and

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Business and Professions Code § 17203, Plaintiff brings this action on behalf of himself and all other similarly situated employees.

7. This Court has personal jurisdiction over Defendants because Defendants are a California corporation, are headquartered and conduct substantial business in the state of California, and have caused injuries in the County of Riverside, as well as throughout the state of California, through their acts, omissions, and violations of the Labor Code and Business and Professions Code.

8. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 395(a) and 395.5 because Defendant O'Linn Security Incorporated's principal place of business is located in this County, Plaintiff worked for Defendants in this county, and many of the actions, conduct, and events alleged herein occurred within this County. Defendants transact substantial business in this County and are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and other Aggrieved Employees within the County of Riverside and throughout the State of California.

9. Pursuant to rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action that involves specialized case management, extensive discovery and evidence, difficult and/or novel issues, and is likely to require extensive post-judgment supervision.

THE PARTIES

10. Plaintiff at all material times mentioned herein:

a. Was and is a resident of Riverside County in the state of California.

b. Has been employed by O'Linn Security Incorporated ("O'Linn Security") since June 2024.

c. Performed work for O'Linn Security as a security guard.

d. Was classified by O'Linn Security as a non-exempt employee for purposes of the Labor Code and applicable IWC Wage Order.

e. Earned an hourly wage of $18.00 per hour.

f. Was paid on a weekly basis.

g. Was typically scheduled to work approximately 40 hours per week.

h. Was not provided the opportunity to take legally compliant meal periods because

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he was required to remain on duty and on-premises during his meal periods.

i. Was not authorized and permitted to take legally compliant rest periods because he was required to remain on call and available during his rest periods.

j. Was not compensated for all hours worked due to O'Linn Security's policy and practice of automatically clocking employees out after eight hours.

k. Was not reimbursed for all necessary expenses he incurred in the discharge of his job duties, including costs incurred for using his personal cell phone for mandatory work-related applications and using his personal vehicle for patrol duties.

l. Was not furnished with accurate itemized wage statements that reflected all hours worked, all wages earned, and all reimbursements due.

m. Was subject to O'Linn Security's unlawful, unfair, and fraudulent business practices.

n. Is a member of the class defined herein.

o. Is an "aggrieved employee" as defined by Labor Code § 2699(c).

p. Has complied with all requirements outlined in Labor Code §§ 2698 et seq.

11. Defendant O'Linn Security is, and at all times relevant was, a California corporation with its principal place of business located at 1027 S. Palm Canyon Dr, Palm Springs, California 92264. O'Linn Security operates as a security services company, employing security guards to work at various client sites throughout California, including within Riverside County.

12. Plaintiff is informed and believes, and thereon alleges, that Defendant Kimberly O'Linn is, and at all times relevant to this complaint was, an individual residing in, and conducting business in the county of Riverside within the state of California. Defendant Kimberly O'Linn is the chief executive officer and a managing agent of Defendant O'Linn Security. Among other things, Defendant Kimberly O'Linn is responsible for implementing company-wide policies and practices and is responsible for directing the work of Plaintiff and employees.

13. Plaintiff is informed and believes, and thereon alleges, that Defendants, at all times relevant to this complaint, were and are employers subject to the Labor Code and applicable IWC Wage Order, as defined therein, whose employees were and are engaged throughout this county.

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14. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of Doe Defendants 1 through 10, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiff will amend his complaint to allege the true names and capacities of Does 1 through 10 when they are ascertained.

15. At all times relevant to this complaint, acts alleged to have been done by Defendants are also alleged to have been done by the unascertained defendants mentioned above, and by each of their agents and employees who acted within the scope of their agency and/or employment.

16. At all times relevant to this complaint, the acts and omissions of each of the defendants concurrently contributed to the various acts and omissions of each and every one of the other defendants in proximately causing the wrongful conduct, harm, and damages alleged herein. Each of the defendants approved of, condoned, and/or otherwise ratified the acts or omissions complained of herein.

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FACTUAL ALLEGATIONS

17. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all preceding paragraphs of this Complaint.

18. Plaintiff has been employed by Defendants since June 2024. During his employment, Plaintiff has performed work for Defendants as a non-exempt security guard at various client sites in Riverside County, California. Plaintiff's job duties include, but are not limited to, patrolling and securing large properties, monitoring security cameras, and submitting hourly reports via a mobile application.

19. At all relevant times, Plaintiff was classified by Defendants as a non-exempt employee, earned an hourly wage of approximately $18.00 per hour, and was paid on a weekly basis. Plaintiff is typically scheduled to work full-time shifts of eight hours per day and approximately 40 hours per week.

20. Defendants have employed, and continue to employ, numerous other individuals in non-exempt security guard positions throughout the state of California.

21. Plaintiff and all other non-exempt employees were subject to, and continue to be subject to, the same unlawful policies, practices, procedures, and guidelines described herein.

22. During the relevant time period, Defendants did not, and do not, have a policy or practice of providing all non-exempt employees with legally compliant, off-duty meal periods. Non-exempt employees, including Plaintiff, who worked shifts of more than five hours are systematically denied the

opportunity to take an uninterrupted, 30 minute off-duty meal period.

23. Specifically, Defendants maintained a policy and practice requiring security guards, including Plaintiff, to remain on-premises and on-duty during their purported meal breaks. At worksites, Plaintiff is required to eat his meals while simultaneously monitoring security cameras and remaining available to respond to any issues. Plaintiff and other non-exempt employees were not relieved of all duties and were not free to leave the premises, rendering their meal periods on-duty.

24. Defendants further implemented a practice of requiring Plaintiff and other non-exempt employees to sign a meal form upon clocking in, which Plaintiff understood to be a waiver of his right to a duty-free meal period, despite not having a valid on-duty meal period agreement in place.

25. Defendants knew or should have known that Plaintiff and other non-exempt employees were not provided with the opportunity to take legally compliant meal periods because Defendants created and enforced the policies that deprived them of such breaks. Despite this, Defendants failed to pay Plaintiff and other non-exempt employees one additional hour of pay at their regular rate of compensation for each workday that a non-compliant meal period was provided.

26. Defendants did not, and do not, have a policy or practice of authorizing and permitting Plaintiff and other non-exempt employees to take uninterrupted, off-duty rest periods of at least 10 minutes for every four hours worked or major fraction thereof.

27. Plaintiff and other non-exempt employees were consistently required to remain on-call and available during their rest periods. Defendants required them to keep their personal cell phones on at all times to respond to work-related matters and to use the "Vision Insights" application to photograph the property every 15 to 30 minutes throughout their shifts, including during purported rest periods. These work duties prevented Plaintiff and other non-exempt employees from taking duty-free rest periods.

28. Although Defendants failed to authorize and permit compliant rest periods, Defendants never paid Plaintiff and other non-exempt employees an additional hour of pay at their regular rate of compensation for each non-compliant rest period, as required by California law.

29. Defendants had, and continue to have, a policy and practice of failing to pay Plaintiff and other non-exempt employees for all hours worked, including minimum, regular, and overtime wages. This resulted from Defendants' policy of automatically clocking out employees and requiring off-the-clock

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work.

30. Defendants utilized a timekeeping system through the “Connect Team” application that automatically clocked out Plaintiff and other non-exempt employees after eight hours of work, regardless of whether they were still performing work duties. Plaintiff regularly worked three to five minutes after his shift officially ended to complete tasks, but he was not compensated for this time.

31. Moreover, Defendants required Plaintiff and other non-exempt employees to perform work before their shifts began. Specifically, they were required to be on-site and send a photograph proving their presence at least five minutes before their scheduled shift, for which they were not compensated.

32. Defendants’ policies resulted in Plaintiff and other non-exempt employees working hours for which they were not paid, including minimum, regular, and overtime wages.

33. Defendants had, and continue to have, a policy and practice of failing to reimburse non-exempt employees for necessary business-related expenses, in violation of Labor Code § 2802.

34. Defendants required Plaintiff and other non-exempt employees to use their personal cellular phones to perform essential job functions. This included using the “Connect Team” app for clocking in and out and receiving schedules, and the “Vision InSites” app for hourly photographic reporting. Despite this requirement, Defendants did not reimburse Plaintiff or other non-exempt employees for the costs associated with their personal cell phone use.

35. At certain worksites, Defendants required Plaintiff and other security guards to use their personal vehicles to perform patrols. Defendants failed to provide company vehicles for this purpose, despite having them available at another location.

36. Defendants failed to reimburse Plaintiff and other non-exempt employees for the costs of using their personal vehicles, including gas, insurance, and maintenance. Plaintiff’s vehicle sustained significant wear and tear due to the hazardous conditions at a remote site, including damage to air and cabin filters. Plaintiff’s requests for expense reimbursement to management were systematically ignored.

37. Additionally, on or about July 18, 2025, Defendants’ Human Resources Director issued a mandatory directive requiring all graveyard and swing shift guards to have flashlights, but Defendants failed to provide or reimburse employees for the purchase of this required equipment.

38. Defendants had, and continue to have, a policy and practice of furnishing wage statements

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to Plaintiff and other non-exempt employees that do not accurately reflect all information required by Labor Code § 226(a).

39. The wage statements provided by Defendants were inaccurate because they failed to show all hours worked, all premium wages owed for non-compliant meal and rest periods, and all reimbursements due for necessary business expenses. For example, Plaintiff's wage statements consistently show "$0.00" for reimbursements despite his incurring mandatory business expenses.

40. Due to the missing and/or incorrect information on the wage statements, Plaintiff and other non-exempt employees were unable to promptly and easily determine their total hours worked and gross and net wages earned.

41. Plaintiff has complied with the administrative prerequisites of the Private Attorneys General Act of 2004 ("PAGA"). On or about September 12, 2025, Plaintiff, through his counsel, submitted written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants, informing them of Defendants' alleged violations of the Labor Code, and the facts and theories to support each violation.

42. The statutory period for the LWDA to investigate or issue a citation has expired. The LWDA has not notified Plaintiff that it intends to investigate the alleged violations. Therefore, pursuant to Labor Code § 2699.3, Plaintiff has the right to and does pursue this representative PAGA action on behalf of himself and all other Aggrieved Employees.

43. Plaintiff believes that additional violations may be discovered and therefore reserves his right to allege additional violations of law as investigation and discovery warrant. In the event that Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint as necessary.

CLASS DEFINITION AND ALLEGATIONS

44. Plaintiff seeks to represent the following class:

> All current and former non-exempt employees of Defendants who performed work in California in the position of security guard during the period commencing on the date that is four years prior to the filing of this Complaint through and including the date of trial (the "Class Period").

45. Members of the Class are "employees" as the term is used in the Labor Code and the applicable IWC Wage Order regulating wages, hours, and working conditions in the state of California.

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46. A more precise definition of the Class may be determined after further investigation and discovery. Plaintiff reserves his right to redefine the class or create sub-classes at any time prior to the court's order on Plaintiff's class certification motion as provided by law.

CLASS ACTION DESIGNATION

47. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all preceding paragraphs of this Complaint.

48. Plaintiff brings this action on behalf of himself and on behalf of all persons within the Class defined herein.

49. This action is appropriately suited for a class action pursuant to Code of Civil Procedure § 382, because the following statutory requirements are met:

A. Numerosity

50. The members of the Class are sufficiently numerous to render the joinder of all their members impracticable. While Plaintiff has not yet determined the precise number of members, Plaintiff is informed and believes, based on conversations with Defendants' management, that Defendants employ approximately 100 non-exempt security guards.

51. Although the exact number of class members is currently unknown to Plaintiff, this information is easily ascertainable from Defendants' time and payroll records and other business records.

B. Commonality

52. Common questions of law and fact exist as to all putative class members and predominate over any questions affecting only individual members. The common questions of law and fact that predominate include, but are not limited to:

a. Whether Defendants failed to provide members of the Class with legally compliant, off-duty, 30-minute meal periods by requiring them to remain on-duty, on-premises, and available to respond to work-related matters;

b. Whether Defendants authorized and permitted members of the Class to take legally compliant, off-duty, 10 minute rest periods for every four hours worked, or major fraction thereof;

c. Whether Defendants paid one additional hour of pay at the employees' regular rate

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of compensation to members of the Class when they were not provided with compliant meal or rest periods;

d. Whether Defendants failed to pay members of the Class for all hours worked, including minimum, regular, and overtime wages, as a result of Defendants' policy of automatically clocking out employees after a set time, regardless of whether work was ongoing;

e. Whether Defendants required members of the Class to perform uncompensated, off-the-clock work before the start of their shifts;

f. Whether Defendants failed to indemnify and reimburse members of the Class for all necessary business-related expenses, including costs associated with purchasing flashlights and the mandatory use of personal cellular phones for work; and

g. Whether Defendants failed to provide members of the Class with accurate, itemized wage statements that reflected, among other things, all hours worked, all applicable rates of pay, and all premium wages owed.

C. Typicality

53. Plaintiff's claims are typical of the claims of all putative class members because they arise from the same events, practices, and/or courses of conduct of Defendants. Plaintiff and all putative class members sustained injuries and damages as a result of Defendants' uniform policies, practices, and/or common courses of conduct in violation of California wage and hour laws.

54. Plaintiff, like other class members, was a non-exempt, hourly security guard subject to Defendants' policies of requiring on-duty meal periods, on-call rest periods, the use of a timekeeping system that resulted in uncompensated off-the-clock work, and the use of their personal cell phone and personal vehicle for work without reimbursement. Accordingly, the legal theories underlying each cause of action are the same, and the remedies sought by Plaintiff and all putative class members are the same.

D. Adequacy of Representation

55. Plaintiff is a member of the Class and has no fundamental conflict of interest with the putative class members he seeks to represent.

56. Plaintiff will vigorously protect the interests of all putative class members because it is in

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Plaintiff's best interests to prosecute the claims alleged herein to obtain full compensation and penalties due to him and the putative class members.

57. Plaintiff retained attorneys who are experienced litigators with significant wage and hour and class action experience.

E. Superiority of Class Action

58. A class action is a superior method of litigation for the fair and efficient adjudication of this controversy. Individual joinder of all putative class members is not practicable. Class action treatment will allow similarly situated employees, many of whom may be unaware of their rights or hesitant to file individual claims against their employer for fear of retaliation, to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

59. Nearly all factual, legal, statutory, and injunctive relief issues that are raised in this Complaint are common to the Class and will apply uniformly to every member, making class treatment dispositive of the interests of other members not party to the adjudication.

60. Plaintiff knows of no difficulty that might be encountered in the management of this suit that would preclude its maintenance as a class action. The questions of law and fact common to the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

61. In sum, the Court should permit this action to be maintained as a class action pursuant to Code of Civil Procedure § 382 because:

a. Questions of law and fact common to the Class and its sub-classes are substantially similar and predominate over any questions affecting only individual members;

b. A class action is superior to any other available method for the fair and efficient adjudication of class members' claims;

c. The members of the Class and its sub-classes are so numerous that it is impracticable to bring all members before the Court;

d. Plaintiff's claims are typical of the claims of the Class;

e. Class members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action, as the cost of litigating individual

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claims likely exceeds the potential recovery for many members;

f. There is a strong community of interest in obtaining appropriate legal and equitable relief for the violations alleged herein;

g. Plaintiff can fairly and adequately protect the interests of the Class; and

h. Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive and declaratory relief appropriate with respect to the Class as a whole.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

[Labor Code §§ 204, 226.7, 512, and 558.1]

(Alleged By Plaintiff, Individually, and On Behalf of the Class, Against All Defendants)

62. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all preceding paragraphs of this Complaint.

63. Plaintiff and the other Class members are non-exempt employees who typically worked shifts of five or more hours per day

64. Labor Code § 512(a) mandates:

> An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

65. The "Meal Periods" section of the applicable IWC Wage Order provides, in pertinent part, that "[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided."

66. The "Meal Periods" section of the applicable IWC Wage Order also states:

> Unless the employee is relieved of all duty during a 30-minute meal period,

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> the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal is agreed to and complies with Labor Code Section 512[.]

67. A meal period generally comports with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036. California law further prohibits employers from ". . . undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks." *Id.* at 1040.

68. Labor Code § 226.7(b) states, "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission . . . " Labor Code § 226.7(c) further provides:

> If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

69. Labor Code § 558.1(a) provides that, "[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated..." Labor Code §§ 203, 226, 226.7, 1194, or 2802 may be held liable as the employer for such violations. Pursuant to Labor Code § 558.1(b), Labor Code § 558.1(a) is applicable to the owners, officers, directors, or managing agents of the employer.

70. Defendants did not, and do not, have a policy of providing Plaintiff and other Class members with the opportunity to take a 30-minute, uninterrupted, off-duty meal period before the end of their fifth hour of work when they worked five or more hours in a day, and/or the opportunity to take a second 30-minute, uninterrupted, off-duty meal period when they worked more than 10 hours in a day.

71. Plaintiff and other Class members did not receive lawful meal periods due to Defendants' policy of requiring non-exempt security guards to remain on the worksite premises and on-duty during their purported meal breaks. Specifically, Plaintiff and other Class members were required to eat their meals while simultaneously monitoring security cameras and remaining available to respond to any issues that might arise. As a result of these work duties, Plaintiff and other Class members were not relieved of

all duties and were not free to leave the premises during their meal breaks.

72. Defendants knew or should have known that Plaintiff and other Class members were not provided with the opportunity to take legally compliant meal periods, as Defendants created, implemented, and enforced the policies that deprived them of such breaks.

73. Despite failing to provide compliant meal periods, Defendants do not pay the required meal period premiums. Plaintiff and other Class members were not paid one additional hour of pay at their regular rate of compensation for each workday that a legally non-compliant meal period was provided.

74. Defendants' unlawful conduct caused Plaintiff and the Class to suffer damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial. Plaintiff, on behalf of himself and the Class, requests further relief as described in the below prayer.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS AND/OR TIMELY PAY PREMIUM WAGES

[Labor Code §§ 204, 226.7, and 558.1]

(Alleged By Plaintiff, Individually, and On Behalf of the Class, Against All Defendants)

75. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all preceding paragraphs of this Complaint.

76. The "Rest Periods" section of the applicable IWC Wage Order provides, in part:

> Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period . . . The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof[.]

77. During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 267, 269.

78. In pertinent part, Labor Code § 226.7 states:

> (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

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> (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

79. Labor Code § 558.1(a) provides that, "[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violations."

80. Defendants did not, and do not, have a policy of authorizing and permitting Plaintiff and other Class members to take a 10-minute, uninterrupted, off-duty rest period for every four hours worked or major fraction thereof.

81. Plaintiff and other Class members did not receive legally compliant rest periods because Defendants had a policy and practice of requiring them to remain on-call and perform work duties during their purported rest breaks. Specifically, Defendants required Plaintiff and other Class members to keep their personal cell phones on their person at all times, including during rest periods, to use work-related applications such as "Vision Insights." Defendants mandated that Plaintiff and other security guards use this application to take and send photographs of the worksite property every 15 to 30 minutes throughout their shifts. This requirement to remain on-call and perform active work duties did not cease during rest periods, thereby failing to relieve Plaintiff and other Class members of all duties and preventing them from taking an uninterrupted, off-duty break.

82. Despite failing to authorize and permit compliant rest periods, Defendants failed to pay the required rest period premiums. Plaintiff and the Class members were not paid one additional hour of pay at their regular rate of compensation for each workday that a compliant rest period was not provided.

83. Due to Defendants' unlawful conduct, Plaintiff and the Class have suffered damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial. Plaintiff, on behalf of himself and the Class, requests further relief as described in the below prayer.

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THIRD CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES

[Labor Code §§ 510, 558.1, 1194, 1194.2, and 1197]

(Alleged By Plaintiff, Individually, and On Behalf of the Class, Against All Defendants)

84. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all preceding paragraphs of this Complaint.

85. Labor Code § 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

86. The applicable IWC Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

87. Labor Code § 510(a) provides:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

88. Labor Code § 1194(a) mandates:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

89. Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

90. Labor Code § 558.1(a) provides that, "[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violations."

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91. Defendants had, and continue to have, a policy, practice, and procedure of failing to pay Plaintiff and other Class members for all hours worked, resulting in the failure to pay all minimum, regular, and overtime wages.

92. Defendants' policy of failing to pay for all hours worked was effectuated through several mechanisms. First, Defendants utilized a timekeeping system that automatically clocked out Plaintiff and other Class members after their scheduled eight hour shift ended, regardless of whether they were still performing work duties. Plaintiff and other Class members regularly worked approximately three to five minutes after being clocked out to complete their job duties, but were not compensated for such.

93. Second, Defendants required Plaintiff and other Class members to perform work before the start of their shifts for which they were not compensated. Specifically, Defendants' clients required security guards to be on-site and send a photograph proving their presence approximately five minutes before their scheduled clock-in time. This time spent performing work-related tasks under Defendants' control constituted compensable "hours worked," for which Defendants failed to pay.

94. Defendants' failure to compensate Plaintiff and the Class for this off-the-clock work resulted in the failure to pay minimum wages for all hours worked. Further, when this uncompensated work time, in combination with recorded hours, exceeded eight hours in a workday or 40 hours in a workweek, it resulted in a failure to pay applicable overtime wages.

95. As a direct result of Defendants' unlawful conduct and failure to compensate Plaintiff and other Class members for all hours worked, Plaintiff and the Class have suffered damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial. Plaintiff, on behalf of himself and the Class, requests further relief as described in the below prayer.

FOURTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES

[Labor Code §§ 558.1 and 2802]

(Alleged By Plaintiff, Individually, and On Behalf of the Class, Against All Defendants)

96. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all preceding paragraphs of this Complaint.

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97. Labor Code § 2802(a) provides, in pertinent part, "[a]n employer shall indemnify his or her 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."

98. Labor Code § 558.1(a) provides that, "[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violations."

99. Defendants had, and continue to have, a policy of requiring Plaintiff and other members of the Class to incur necessary business-related expenses without providing any reimbursement, in direct violation of Labor Code § 2802.

100. Defendants required Plaintiff and other Class members to use their personal cellular phones and data plans to perform essential job functions. Despite this mandatory use, Defendants failed to reimburse Plaintiff and the Class for a reasonable percentage of their personal cellular phone bills.

101. At certain worksites, Defendants required Plaintiff and other Class members to use their personal vehicles to conduct patrols, as a necessary part of their security duties. Defendants failed to provide company vehicles for these duties, and on or about July 29, 2025, Defendants expressly confirmed in writing to Plaintiff that they had no intention of providing an alternative vehicle for patrols.

102. Defendants failed to reimburse Plaintiff and other Class members for the costs associated with the mandatory use of their personal vehicles, including costs for gas, mileage, insurance, and maintenance. Plaintiff's repeated requests for gas reimbursement were ignored by Defendants' management. The mandatory use of his vehicle resulted in significant damage due to the dust including accelerated wear to his tires, damage to his vehicle's paint and windshield, and annual costs of approximately $700 to replace engine air and cabin filters.

103. Defendants further required Plaintiff and other Class members to personally purchase equipment necessary to perform their jobs. On or about July 18, 2025, Defendants issued a directive stating that flashlights are mandatory for all graveyard and swing shift guards. However, Defendants failed to provide this equipment or reimburse employees for its purchase.

104. As a direct result of Defendants' unlawful conduct, Plaintiff and the Class have suffered,

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and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial. Plaintiff, on behalf of himself and the Class, requests further relief as described in the below prayer.

FIFTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

[Labor Code §§ 226, 226.3, and 558.1]

(Alleged By Plaintiff, Individually, and On Behalf of the Class, Against All Defendants)

105. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all preceding paragraphs of this Complaint.

106. Labor Code § 226(a) states, in pertinent part:

> An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee . . . (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer, . . . and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee[.]

107. Labor Code § 226(e)(1) further mandates:

> An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorneys' fees.

108. An employee suffers injury where the employer fails to provide accurate information and the employee cannot "promptly and easily determine" from the wage statement alone the total number of hours worked or the "applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." (Labor Code § 226(e)(2)(B)(i).)

109. Labor Code § 226(e)(2)(C) explains that the phrase "promptly and easily determine" means that "a reasonable person would be able to readily ascertain the information without reference to

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documents or information beyond the wage statement itself."

110. Labor Code § 558.1(a) provides that, "[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violations."

111. Defendants had, and continue to have, a policy and practice, of furnishing Plaintiff and other Class members with wage statements that do not comply with California law.

112. The wage statements issued by Defendants to Plaintiff and the Class were inaccurate because they failed to accurately reflect, among other things: (1) the total hours actually worked by the employee; (2) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and (3) the gross and net wages actually earned.

113. Due to Defendants' knowing and intentional failure to provide accurate, itemized wage statements, Plaintiff and other members of the Class suffered injury as they were unable to promptly and easily determine from their wage statements alone the total hours they worked, the applicable rates of pay for those hours, and the correct calculation of their gross and net wages earned.

114. As a result of Defendants' conduct, Plaintiff and the Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial. Plaintiff, on behalf of himself and the Class, requests further relief as described in the below prayer.

SIXTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

[Business & Professions Code §§ 17200, *et seq.*]

(Alleged By Plaintiff, Individually, and On Behalf of the Class, Against All Defendants)

115. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all preceding paragraphs of this Complaint.

116. As codified in Business & Professions Code §§ 17200, *et seq.*, California's Unfair Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice."

117. A cause of action may be brought under the UCL if a practice violates some other law. The

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"unlawful" prong of the UCL effectively deems a violation of the underlying law a per se violation of Business & Professions Code §§ 17200, *et seq.* (*Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co.* (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation - federal or state, statutory, or common law - can serve as a predicate for a section 17200 "unlawful" violation. (*Farmers Ins. Exch. v. Superior Court* (1992) 2 Cal.4th 377, 383.)

118. The "unfair" prong of the UCL does not require a practice to be specifically proscribed by any law. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1143 [internal citations omitted].) Pursuant to the California Supreme Court, the "unfair standard" is intentionally broad to give maximum discretion to courts in prohibiting new schemes to defraud. (*Cel-Tech Commc'ns, Inc., supra*, 20 Cal.4th at 180-81.)

119. Under the UCL, a "fraudulent" business act or practice is one where "members of the public are likely to be deceived." (*Blakemore v. Superior Court* (2005) 129 Cal.App.4th 36, 49.) A showing of actual deception, reasonable reliance, or damages is not required. (*Ibid.*) The fraudulent prong may be used to attack the deceptive manner in which otherwise lawful contract terms are presented to an individual. (*Boschma v. Home Loan Ctr., Inc.* (2011) 198 Cal.App.4th 230, 253.) As such, even a true statement may be unlawful under section 17200 if it is "couched in such a manner that is likely to mislead or deceive . . . , such as by failing to disclose other relevant information." (*Ibid.*)

120. As discussed herein, Defendants' business practices violate all three prongs of the UCL.

Unlawful

121. Defendants violated the Labor Code by, among other things, refusing to properly compensate Plaintiff and the Class for all time worked. Failing to compensate employees for all time worked is a clear violation of California law, and thus a per se violation of the UCL. (*Cel-Tech Commc'ns, Inc., supra*, 20 Cal.4th at p. 180.) Defendants further violated California law by failing to provide legally compliant meal and rest periods; failing to reimburse employees for necessary business expenditures; and failing to furnish accurate itemized wage statements. Therefore, Defendants have clearly engaged in unlawful business practices pursuant to Business & Professions Code §§ 17200, *et seq*.

Unfair

122. Defendants' policy, practice, and procedure of failing to provide Plaintiff and other Class

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members with legally compliant meal and rest periods, by requiring them to remain on-duty and on-call throughout their entire shifts, constitutes an unfair practice because Defendants knowingly stripped Plaintiff and other Class members of their rights under the Labor Code and gained an unfair competitive advantage over law-abiding employers.

123. Defendants' policy, practice, and procedure of requiring Plaintiff and the other Class members to use their personal vehicles, personal cell phones, and to purchase mandatory equipment like flashlights in the discharge of their job duties without reimbursement is inherently unfair because it unlawfully shifts Defendants' costs of doing business onto their employees, causing Plaintiff and other Class members to incur significant costs in connection with the work performed on behalf of Defendants.

124. Defendants' policy and practice of failing to pay Plaintiff and the Class for all hours worked, through policies such as requiring off-the-clock work and utilizing an automatic clock-out system, is inherently unfair because Defendants knowingly prevented Class members from receiving adequate compensation for all time actually worked, in violation of California's policy of prompt payment of wages.

125. Defendants' policy, practice, and procedure of failing to provide Plaintiff and the Class with accurate itemized wage statements is a violation of the unfair prong of the UCL because Defendants knowingly denied Class members their legal right and protected interest in readily ascertaining their total number of hours worked and the applicable hourly rates in effect during the pay period.

Fraudulent

126. Defendants' practice of utilizing a timekeeping system that automatically clocks Class members out after their scheduled shift, regardless of whether they were still performing work duties, is a fraudulent business practice because it knowingly and intentionally caused Plaintiff and other Class members to be deprived of earned wages.

127. Defendants' practice of furnishing Plaintiff and other Class members with inaccurate itemized wage statements constitutes a fraudulent business practice because Class members are likely to be deceived as to whether they were paid all wages owed.

128. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiff and the Class have suffered injury-in-fact and have lost wages and money rightfully owed to them.

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129. Defendants acquired money owed to Plaintiff and the Class by means of an unlawful practice that constitutes unfair competition as defined by Business & Professions Code §§ 17200, *et seq*.

130. Plaintiff is a person who suffered injury in fact and lost money and wages as a result of Defendants' unfair competition. Thus, pursuant to Business & Professions Code §§ 17203 and 17204, Plaintiff may pursue representative claims and relief on behalf of himself and the putative class.

131. Pursuant to Business & Professions Code § 17203, "[t]he court may make such orders or judgments, as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition."

132. Defendants reaped unfair benefits and illegal profits at the expense of Plaintiff and the Class by committing the unlawful acts alleged herein. As such, Defendants must make restitution pursuant to Business & Professions Code § 17203, and restore all unpaid wages to Plaintiff and the Class.

133. Moreover, the unlawful, unfair, and fraudulent conduct alleged herein has continued, and there is no indication that Defendants will refrain from such activity in the future. Plaintiff believes and alleges that if Defendants are not enjoined from the conduct described herein, Defendants will continue to violate California law at the expense of their non-exempt employees. Accordingly, Plaintiff requests that the Court issue a preliminary and permanent injunction against Defendants.

134. Plaintiff and the Class suffered and continue to suffer loss of wages and monies, all in an amount to be shown according to proof at trial and within the jurisdiction of this Court. Plaintiff, on behalf of himself and the Class, requests further relief as described in the below prayer.

SEVENTH CAUSE OF ACTION

CLAIMS FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

[Labor Code §§ 2698, et seq.]

(Alleged By Plaintiff On Behalf of All Aggrieved Employees Against All Defendants)

135. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all preceding paragraphs of this Complaint.

136. Pursuant to Labor Code §§ 2698, et seq., any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and

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other current or former employees pursuant to the procedures specified in Labor Code § 2699.3. Such civil penalties are in addition to any other relief provided for under the Labor Code and must be allocated 65-percent to the LWDA and 35-percent to the aggrieved employees, pursuant to § 2699(i).

137. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed notice of his claims with the LWDA, Defendants were Plaintiff's and all other Aggrieved Employees' employer or person acting on behalf of Aggrieved Employees' employer either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code §§ 558(a) and 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

138. Plaintiff is an "aggrieved employee" under the PAGA because he was employed by the alleged violator, and had each of the alleged violations committed against him, and therefore is properly suited to represent the interests of other non-exempt employees.

139. Pursuant to Labor Code §§ 2698, et seq., Plaintiff has exhausted his administrative remedies because he complied with the notice requirements outlined in Labor Code § 2699.3. On or about September 12, 2025, Plaintiff submitted written notice to the LWDA and Defendants informing them of Defendants' alleged Labor Code violations pursuant to the PAGA. Under the statute, the LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not notified Plaintiff of its intent to investigate the alleged violations. As such, Plaintiff has the right to pursue, and does pursue, his claims in a representative capacity pursuant to Labor Code §§ 2698, et seq.

140. Plaintiff, in his representative capacity, on behalf of himself and all other Aggrieved Employees, is entitled to and thus seeks to recover civil penalties through this law enforcement action based on Defendants' violations of the following Labor Code provisions:

a. For violations of Labor Code §§ 510 and 512, in addition to any other recovery provided by law, Labor Code § 558 imposes a civil penalty of $50 per pay period for each underpaid employee for the initial violation and $100 per pay period for each underpaid employee for each subsequent violation. Plaintiff, in his representative capacity, seeks the civil penalty imposed by Labor Code § 558 on behalf of himself and all other Aggrieved Employees.

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b. Pursuant to Labor Code § 1197.1, any employer or person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the applicable minimum wage, is subject to a civil penalty of $100 for each underpaid employee for each pay period for which the employee is underpaid and a subsequent civil penalty of $250 for each underpaid employee for each pay period for which the employee is underpaid. Plaintiff, in his representative capacity, seeks the civil penalty imposed by Labor Code § 1197.1 on behalf of himself and all other Aggrieved Employees.

c. Labor Code § 1174.5 imposes a civil penalty of $500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of $100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699(f)(2) for a violation of Labor Code § 1174(d). Plaintiff, in his representative capacity, seeks the civil penalty imposed by section 1174.5 on behalf of himself and all other Aggrieved Employees.

d. Labor Code § 2699(f) imposes a civil penalty of $100 per pay period, per employee for the initial violation, and $200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including Labor Code §§ 226.7 and 2802. Plaintiff and other Aggrieved Employees are entitled to, and therefore seek the above-described civil penalty.

141. Labor Code § 2699(g)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks attorneys' fees and costs.

142. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is further entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

143. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, requests further relief as described in the prayer below.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, the Class, and all Aggrieved Employees, prays for judgment against Defendants, and each of them, as follows:

a. For an order certifying that this action may be maintained as a class action, with Plaintiff appointed as the representative of the Class defined herein;

b. For an order appointing Plaintiff's counsel, ARCH Legal, P.C., as Class Counsel;

c. For a declaratory judgment that Defendants have violated the California Labor Code, including but not limited to §§ 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2698, et seq.; the applicable sections of the IWC Wage Order, including but not limited to the "Meal Periods," "Rest Periods," "Hours and Days of Work," "Minimum Wages," sections; and California's Unfair Competition Law, Business & Professions Code §§ 17200, et seq.;

d. For all unpaid wages, including minimum, regular, and overtime compensation, due to Plaintiff and the Class pursuant to Labor Code §§ 510, 1194, and 1197;

e. For all unpaid premium wages due to Plaintiff and the Class for non-compliant meal and rest periods, pursuant to Labor Code § 226.7 and other applicable laws;

f. For reimbursement of all necessary business expenditures incurred by Plaintiff and the Class, pursuant to Labor Code § 2802 and other applicable laws;

g. For all statutory penalties for non-compliant wage statements pursuant to Labor Code § 226(e);

h. For liquidated damages in an amount equal to the unpaid minimum wages and interest thereon, pursuant to Labor Code § 1194.2 and other applicable laws;

i. For all civil penalties available under the Private Attorneys General Act for the Labor Code violations alleged herein, including but not limited to civil penalties under Labor Code §§ 210, 558, 1174.5, 1197.1, 2699(f), and other applicable provisions;

j. For restitution or disgorgement of all ill-gotten gains and monies acquired by means of Defendants' unlawful, unfair, and fraudulent business practices, as provided by Business & Professions Code § 17203 and other applicable laws;

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k. For injunctive relief enjoining Defendants from continuing the unlawful policies and practices complained of herein, pursuant to Business & Professions Code § 17203, Labor Code § 226(h), and other applicable laws;

l. For reasonable attorneys' fees and litigation costs pursuant to Labor Code §§ 218.5, 226(e), 226(h), 1194(a), 2802(c), 2699(g)(1), California Code of Civil Procedure § 1021.5, the "common fund" doctrine, the "substantial benefit" doctrine, and/or other applicable law, theory, or doctrine;

m. For pre-judgment and post-judgment interest at the legal rate on all amounts awarded, as provided by California law, including but not limited to Labor Code §§ 218.6, 1194(a), and 2802(b), and Civil Code § 3287; and

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

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all causes of action and issues so triable.

Dated: November 18, 2025

ARCH LEGAL, P.C.

By: ______________________

Nathan J. Reese
Dawn M. Berry
Attorneys for Plaintiff Thomas Oney

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