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13 ONYEKWELU, individually, and on behalf
14 of all others similarly situated

15
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF LOS ANGELES

18 DOVE ONYEKWELU, an individual, on
19 behalf of himself and all others similarly
20 situated,

21 Plaintiff,

22 vs.

23 EUROFINS DONOR & PRODUCT TESTING
24 INC., a corporation; EUROFINS DONOR &
25 PRODUCT TESTING, LLC, a limited liability
26 company; and DOES 1 through 50, inclusive,

27 Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/23/2025 4:14 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

CASE NO.: 25STCV38044

CLASS ACTION

COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

9. Penalties under the Labor Code Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

1 Plaintiff DOVE ONYEKWELU (“PLAINTIFF”), an individual, on behalf of himself and
2 all others similarly situated, demanding a jury trial, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because
5 PLAINTIFF is a citizen and resident of the State of California and EUROFINS DONOR &
6 PRODUCT TESTING, INC., a California corporation; EUROFINS DONOR & PRODUCT
7 TESTING LLC, a California limited liability company; and DOES 1 through 50 (collectively,
8 “DEFENDANTS”), are qualified to do business in California and regularly conduct business in
9 California. Further, no federal question is at issue because the claims are based solely on California
10 law.

11 2. Venue is proper in this judicial district and the County of Los Angeles, California
12 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
13 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact
14 business in the County of Los Angeles, and DEFENDANTS’ illegal policies and practices which
15 are the subject of this action were applied, at least in part, to PLAINTIFF, and other persons
16 similarly situated, in the County of Los Angeles.

17 **PLAINTIFF**

18 3. PLAINTIFF is a resident and a citizen of the State of California and an employee
19 of DEFENDANTS during the relevant time period.

20 4. PLAINTIFF, on behalf of himself and other similarly situated current and former
21 non-exempt employees of DEFENDANTS in the State of California at any time during the four
22 years preceding the filing of this action, and continuing while this action is pending, brings this
23 class action to recover, among other things, wages and penalties from unpaid wages earned and
24 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime
25 compensation, illegal meal and rest period policies, failure to indemnify employees for necessary
26 expenditures and/or losses incurred in discharging their duties, failure to provide accurate
27 itemized wage statements and interest, attorneys’ fees, costs, and expenses.

28 5. PLAINTIFF brings this action on behalf of himself and the following similarly

1 situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt
2 employees of DEFENDANTS in the State of California at any time within the period
3 beginning four (4) years prior to the filing of this action and ending at the time this action
4 settles or proceeds to final judgment (the “CLASS PERIOD”). PLAINTIFF reserves the right
5 to name additional class representatives.

6 **DEFENDANTS**

7 6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
8 EUROFINS DONOR & PRODUCT TESTING INC. is, and at all times relevant hereto was, a
9 California corporation. PLAINTIFF is further informed and believes, and thereon alleges, that
10 Defendant EUROFINS DONOR & PRODUCT TESTING, INC. is authorized to conduct business
11 in the State of California, and does conduct business in the State of California. Specifically,
12 Defendant EUROFINS DONOR & PRODUCT TESTING, INC. maintains offices and facilities
13 and conducts business in, and engages in illegal practices or policies in, the County of Los
14 Angeles, State of California.

15 7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
16 EUROFINS DONOR & PRODUCT TESTING, LLC is, and at all times relevant hereto was, a
17 California limited liability company. PLAINTIFF is further informed and believes, and thereon
18 alleges, that Defendant EUROFINS DONOR & PRODUCT TESTING, LLC is authorized to
19 conduct business in the State of California, and does conduct business in the State of California.
20 Specifically, Defendant EUROFINS DONOR & PRODUCT TESTING, LLC maintains offices
21 and facilities, conducts business, and engages in illegal practices or policies in the County of Los
22 Angeles, State of California.

23 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
24 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
25 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
26 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
27 that PLAINTIFF and CLASS MEMBERS’ injuries and damages, as alleged herein, were
28 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the

1 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
2 when ascertained.

3 9. At all relevant times herein, DEFENDANTS were the joint employers of
4 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges,
5 that at all times material to this Complaint DEFENDANTS were the alter egos, divisions,
6 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
7 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
8 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
9 Defendants, and each was the alter ego of the other.

10 10. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
11 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
12 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
13 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
14 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
15 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
16 failing to properly maintain records; failing to provide accurate itemized statements for each pay
17 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
18 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
19 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

20 11. PLAINTIFF is informed and believes, and thereon allege, that each and every one
21 of the acts and omissions alleged herein were performed by, and/or attributable to, all
22 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
23 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
24 and scope of said agency, employment and/or direction and control.

25 12. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
26 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
27 provision regulating minimum wages or hours and days of work in any order of the Industrial
28 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

1 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
2 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
3 § 226.7, 512 and IWC Order No. 4-2001, § 11.

4 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
5 Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
6 not provided with a meal period, in accordance with the applicable wage order, one additional
7 hour of compensation at each employee's regular rate of pay for each workday that a meal period
8 was not provided.

9 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
10 1197, and IWC Wage Order No. 4-2001 by failing to compensate PLAINTIFF and CLASS
11 MEMBERS for all hours worked during their meal periods.

12 19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
13 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
14 earned and due, interest, penalties, expenses, and costs of suit.

15 **SECOND CAUSE OF ACTION**

16 **Failure to Provide Required Rest Periods**

17 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12]**

18 **(Against all DEFENDANTS)**

19 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
20 allegations in the foregoing paragraphs.

21 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
22 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
23 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
24 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 4-2001, § 12.

25 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
26 Order No. 4-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
27 provided with a rest period, in accordance with the applicable wage order, one additional hour of
28 compensation at each employee's regular rate of pay for each workday that a rest period was not

1 provided.

2 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
3 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
4 earned and due, interest, penalties, expenses, and costs of suit.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]**

8 **(Against all DEFENDANTS)**

9 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
10 allegations in the foregoing paragraphs.

11 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-
12 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
13 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
14 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
15 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
16 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
17 on the seventh consecutive day of work in any workweek.

18 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
19 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
20 Order No. 4-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
21 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
22 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
23 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
24 California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring, permitting
25 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
26 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
27 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
28 properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate

1 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
2 discovered.

3 27. In violation of California law, DEFENDANTS have knowingly and willfully
4 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
5 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
6 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
7 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
8 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
9 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
11 1194, 1198 and IWC Wage Order No. 4-2001, § 3. Therefore, pursuant to California Labor Code
12 §§ 200, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code
13 and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid
14 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
15 expenses, and costs of suit.

16 **FOURTH CAUSE OF ACTION**

17 **Failure to Pay Minimum Wages**

18 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]**

19 **(Against all DEFENDANTS)**

20 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 allegations in the foregoing paragraphs.

22 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-
23 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
24 worked in a payroll period is unlawful.

25 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
26 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
27 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
28 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest

1 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
2 worked; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to
3 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
4 period; and other methods to be discovered.

5 32. DEFENDANTS' conduct described herein violates California Labor Code §§
6 1194, 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned
7 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
8 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and
9 other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
10 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
11 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

12 **FIFTH CAUSE OF ACTION**

13 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

14 **[Cal. Labor Code §§ 201, 202, 203]**

15 **(Against all DEFENDANTS)**

16 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
19 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
20 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
21 and unpaid at the time of discharge are due and payable immediately.

22 35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
23 required to pay all accrued wages due to an employee no later than 72 hours after the employee
24 quits his or her employment, unless the employee provided 72 hours' previous notice of his or her
25 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

26 36. California Labor Code § 203 provides that if an employer willfully fails to pay, in
27 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
28 discharged or who quits, the employer is liable for waiting time penalties in the form of continued

1 compensation to the employee at the same rate for up to 30 workdays.

2 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
3 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
4 California Labor Code §§ 201 and 202.

5 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
7 together with interest thereon, as well as other available remedies.

8 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,
9 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
10 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
11 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
12 to California Labor Code §§ 1194 and 2699.

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Furnish Accurate Itemized Wage Statements**

15 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 7]**

16 **(Against all DEFENDANTS)**

17 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 allegations in the foregoing paragraphs.

19 41. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
20 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
21 writing showing each employee's gross wages earned, total hours worked, all deductions made,
22 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
23 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
24 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
25 § 226 and IWC Wage Order No. 4-2001, § 7.

26 42. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
27 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
28 statements in accordance with California Labor Code § 226(a).

43. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

SEVENTH CAUSE OF ACTION

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

[Cal. Labor Code § 2802]

(Against all DEFENDANTS)

44. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

45. California Labor Code § 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.

46. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and 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 but not limited to, expenses associated with the costs of using their personal cell phones for work-related purposes, travel expenses and costs associated with gas/mileage due to the use of their personal vehicles for work-related purposes, , and other employment-related expenses, in violation of California Labor Code § 2802.

47. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and 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 § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are

1 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
2 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
3 available remedies.

4 **EIGHTH CAUSE OF ACTION**

5 **Unfair and Unlawful Business Practices**

6 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

7 **(Against all DEFENDANTS)**

8 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 allegations in the foregoing paragraphs.

10 49. Each and every one of DEFENDANTS' acts and omissions in violation of the
11 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
12 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
13 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
14 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
15 wages, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
16 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
17 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
18 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
19 under California Business and Professions Code § 17200 et seq.

20 50. DEFENDANTS' violations of California wage and hour laws constitute a business
21 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
22 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
23 CLASS MEMBERS.

24 51. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
25 rest periods, and other benefits as required by the California Labor Code, the California Code of
26 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
27 record, report, and pay the correct sums of assessment to the state authorities under the California
28 Labor Code and other applicable regulations.

1 52. As a result of DEFENDANTS’ unfair and unlawful business practices,
2 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
3 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
4 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
5 MEMBERS.

6 53. DEFENDANTS’ unfair and unlawful business practices entitle PLAINTIFF and
7 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
8 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
9 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
10 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
11 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
12 jurisdiction of this Court.

13 **NINTH CAUSE OF ACTION**

14 **Representative Action for Civil Penalties**

15 **[Cal. Labor Code §§ 2698–2699.5]**

16 **(Against All DEFENDANTS)**

17 54. PLAINTIFF incorporates herein by specific reference as though fully set forth the
18 allegations in all preceding paragraphs, with exception of the allegations in paragraph 14 and the
19 subparagraphs thereto.

20 55. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
21 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
22 current and former employees of DEFENDANTS during the relevant statutory period pursuant to
23 the procedures specified in California Labor Code § 2699.3, because PLAINTIFF and other
24 aggrieved employees were employed by DEFENDANTS and the alleged violations of the
25 California Labor Code were committed against PLAINTIFF and other aggrieved employees.

26 56. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
27 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
28 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and

1 IWC Wage Order No. 4-2001, § 20, from DEFENDANTS in a representative action for the
2 violations set forth above during the relevant statutory period, including but not limited to
3 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194,
4 1197, 1198, and 2802. PLAINTIFF and other aggrieved employees are also entitled to an award
5 of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(k)(1).

6 57. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
7 August 20, 2025 by online filing to the California Labor and Workforce Development Agency
8 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California
9 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
10 to support the alleged violations. More than sixty-five (65) days have passed, and the LWDA has
11 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

12 58. Therefore, PLAINTIFF has complied with all of the requirements set forth in
13 California Labor Code § 2699.3 to commence a representative action under PAGA.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
16 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
17 and each of them, as follows:

- 18 1. For compensatory damages in an amount to be ascertained at trial;
- 19 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
20 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 21 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
22 and IWC Wage Order No. 4-2001;
- 23 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 24 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
25 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
26 from engaging in the unlawful business practices complained of herein;
- 27 6. For waiting time penalties pursuant to California Labor Code § 203;
- 28 7. For statutory and civil penalties according to proof, including but not limited to all

1 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

2 8. For interest on the unpaid wages at 7% per annum pursuant to California Labor
3 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
4 provision providing for pre-judgment interest;

5 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
6 §§ 218.5, 226, 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable
7 provisions providing for attorneys' fees and costs;

8 10. For declaratory relief;

9 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
10 Seventh, and Eighth Causes of Action as a class action;

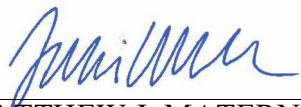
11 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF'S
12 counsel as class counsel; and

13 13. For such further relief that the Court may deem just and proper.

14 DATED: December 23, 2025

15 Respectfully submitted,

16 MATERN LAW GROUP, PC

17
18 By: 

19 MATTHEW J. MATERN

JULIA Z. WELLS

20 ANAHI C. CONTRERAS

Attorneys for Plaintiff

21 DOVE ONYEKWELU, individually, and on
22 behalf of all others similarly situated

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: December 23, 2025

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN

JULIA Z. WELLS

ANAHI C. CONTRERAS

Attorneys for Plaintiff

DOVE ONYEKWELU, individually, and on
behalf of all others similarly situated