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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
9/10/2025 2:21 PM
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

EDWARD ANGEL NARVAEZ PONCE,
individually, and on behalf of other members
of the general public similarly situated, and
on behalf of other aggrieved employees
pursuant to the California Attorneys General
Act;

Plaintiff,

vs.

FXI, INC., a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2311714 (Lead)
Consolidated with Case No. CIVSB2311716

Honorable Christian Towns
Department S26

**CONSOLIDATED FIRST AMENDED
CLASS ACTION COMPLAINT FOR
DAMAGES & ENFORCEMENT UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE §
2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code

1 belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or
2 otherwise intentionally avails itself of the California market so as to render the exercise of
3 jurisdiction over it by California courts consistent with traditional notions of fair play and
4 substantial justice.

5 4. Venue is proper in this Court because, upon information and belief, Defendant
6 maintains offices, has agents, employs individuals, and/or transacts business in the State of
7 California, County of San Bernardino. The majority of acts and omissions alleged herein
8 relating to Plaintiff and the other class members and aggrieved employees took place in the State
9 of California, including the County of San Bernardino.

10 **PARTIES**

11 5. Plaintiff EDWARD ANGEL NARVAEZ PONCE is an individual residing in
12 the State of California, County of San Bernardino.

13 6. Defendant FXI, INC., at all times herein mentioned, was and is, upon
14 information and belief, an employer whose employees are engaged throughout the State of
15 California, including the County of San Bernardino.

16 7. At all relevant times, Defendant FXI, INC. was the “employer” of Plaintiff
17 within the meaning of all applicable California laws and statutes.

18 8. At all times herein relevant, Defendants FXI, INC. and DOES 1 through 100,
19 and each of them, were the agents, partners, joint venturers, joint employers, representatives,
20 servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other,
21 and at all times relevant hereto were acting within the course and scope of their authority as
22 such agents, partners, joint venturers, joint employers, representatives, servants, employees,
23 successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly
24 committed with the ratification, knowledge, permission, encouragement, authorization and/or
25 consent of each defendant designated as a DOE herein.

26 9. The true names and capacities, whether corporate, associate, individual or
27 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
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1 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
2 information and belief alleges, that each of the defendants designated as a DOE is legally
3 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
4 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
5 Plaintiff will seek leave of court to amend this Complaint to show the true names and
6 capacities when the same have been ascertained.

7 10. Defendant FXI, INC. and DOES 1 through 100 will hereinafter collectively be
8 referred to as "Defendants."

9 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
10 affected the working conditions, wages, working hours, and conditions of employment of
11 Plaintiff and the other class members and aggrieved employees so as to make each of said
12 Defendants employers liable under the statutory provisions set forth herein.

13 **CLASS ACTION ALLEGATIONS**

14 12. Plaintiff brings this action on his own behalf and on behalf of all other members
15 of the general public similarly situated, and, thus, seeks class certification under California
16 Code of Civil Procedure section 382.

17 13. The proposed class is defined as follows:

18 All current and former hourly-paid or non-exempt employees who worked for
19 any of the Defendants within the State of California at any time during the
20 period from four years preceding the filing of this Complaint to final judgment
21 and who reside in California.

22 14. Plaintiff reserves the right to establish subclasses as appropriate.

23 15. The class is ascertainable and there is a well-defined community of interest in
24 the litigation:

25 a. Numerosity: The class members are so numerous that joinder of all class
26 members is impracticable. The membership of the entire class is
27 unknown to Plaintiff at this time; however, the class is estimated to be
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greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that

1 predominate over questions affecting only individual members. The following common
2 questions of law or fact, among others, exist as to the members of the class:

- 3 a. Whether Defendants' failure to pay wages, without abatement or
4 reduction, in accordance with the California Labor Code, was willful;
- 5 b. Whether Defendants' had a corporate policy and practice of failing to
6 pay their hourly-paid or non-exempt employees within the State of
7 California for all hours worked and missed (short, late, interrupted,
8 and/or missed altogether) meal periods and rest breaks in violation of
9 California law;
- 10 c. Whether Defendants required Plaintiff and the other class members to
11 work over eight (8) hours per day and/or over forty (40) hours per week
12 and failed to pay the legally required overtime compensation to Plaintiff
13 and the other class members;
- 14 d. Whether Defendants deprived Plaintiff and the other class members of
15 meal and/or rest periods or required Plaintiff and the other class
16 members to work during meal and/or rest periods without compensation;
- 17 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
18 other class members for all hours worked;
- 19 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
20 class members within the required time upon their discharge or
21 resignation;
- 22 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
23 the other class members during their employment;
- 24 h. Whether Defendants complied with wage reporting as required by the
25 California Labor Code; including, *inter alia*, section 226;
- 26 i. Whether Defendants kept complete and accurate payroll records as
27 required by the California Labor Code, including, *inter alia*, section
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1174(d);

- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

20. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved

1 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
2 following requirements have been met:

- 3 a. The aggrieved employee shall give written notice by online submission
4 (hereinafter “Employee’s Notice”) to the Labor & Workforce
5 Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail
6 to the employer of the specific provisions of the California Labor Code
7 alleged to have been violated, including the facts and theories to support
8 the alleged violations.
- 9 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
10 employer and the aggrieved employee by certified mail that it does not
11 intend to investigate the alleged violation within sixty (60) calendar days
12 of the postmark date of the Employee’s Notice. Upon receipt of the
13 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
14 (65) calendar days of the postmark date of the Employee’s Notice, the
15 aggrieved employee may commence a civil action pursuant to California
16 Labor Code section 2699 to recover civil penalties in addition to any
17 other penalties to which the employee may be entitled.

18 22. On March 22, 2023, Plaintiff provided written notice by online submission to
19 the LWDA and by U.S. Certified Mail to Defendant FXI, INC. of the specific provisions of the
20 California Labor Code alleged to have been violated, including the facts and theories to
21 support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five
22 (65) calendar days of the date of Plaintiff’s notice.

23 23. Therefore, Plaintiff has satisfied the administrative prerequisites under
24 California Labor Code section 2699.3(a) to recover civil penalties against Defendants for
25 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
26 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

27 **GENERAL ALLEGATIONS**

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1 24. At all relevant times set forth herein, Defendants employed Plaintiff and other
2 persons as hourly-paid or non-exempt employees within the State of California, including the
3 County of San Bernardino.

4 25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
5 exempt employee, from approximately August 2022 to approximately October 2022, in the
6 State of California, County of San Bernardino.

7 26. Defendants hired Plaintiff and the other class members, classified them as
8 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
9 missed meal periods and/or rest breaks.

10 27. Defendants had the authority to hire and terminate Plaintiff and the other class
11 members, to set work rules and conditions governing Plaintiff's and the other class members'
12 employment, and to supervise their daily employment activities.

13 28. Defendants exercised sufficient authority over the terms and conditions of
14 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
15 and the other class members.

16 29. Defendants directly hired and paid wages and benefits to Plaintiff and the other
17 class members.

18 30. Defendants continue to employ hourly-paid or non-exempt employees within the
19 State of California.

20 31. Plaintiff and the other class members worked over eight (8) hours in a day,
21 and/or forty (40) hours in a week during their employment with Defendants.

22 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
24 employees within the State of California. This pattern and practice involved, *inter alia*, failing
25 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
26 breaks in violation of California law.

27 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
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1 knew or should have known that Plaintiff and the other class members were entitled to receive
2 certain wages for overtime compensation and that they were not receiving accurate overtime
3 compensation for all overtime hours worked.

4 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 failed to provide Plaintiff and the other class members all required rest and meal periods during
6 the relevant time period as required under the Industrial Welfare Commission Wage Orders
7 and thus they are entitled to any and all applicable penalties.

8 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members were entitled to receive
10 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
11 member's regular rate of pay when a meal period was missed, and they did not receive all meal
12 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
13 regular rate of pay when a meal period was missed.

14 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members were entitled to receive
16 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
17 member's regular rate of pay when a rest period was missed, and they did not receive all rest
18 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
19 regular rate of pay when a rest period was missed.

20 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other class members were entitled to receive
22 at least minimum wages for compensation and that they were not receiving at least minimum
23 wages for all hours worked.

24 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to receive
26 all wages owed to them upon discharge or resignation, including overtime and minimum wages
27 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
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1 them at the time of their discharge or resignation.

2 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members were entitled to receive
4 all wages owed to them during their employment. Plaintiff and the other class members did
5 not receive payment of all wages, including overtime and minimum wages and meal and rest
6 period premiums, within any time permissible under California Labor Code section 204.

7 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 complete and accurate wage statements in accordance with California law, but, in fact, they did
10 not receive complete and accurate wage statements from Defendants. The deficiencies
11 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
12 other class members.

13 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Defendants had to keep complete and accurate payroll records
15 for Plaintiff and the other class members in accordance with California law, but, in fact, did
16 not keep complete and accurate payroll records.

17 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to
19 reimbursement for necessary business-related expenses.

20 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that they had a duty to compensate Plaintiff and the other class
22 members pursuant to California law, and that Defendants had the financial ability to pay such
23 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
24 represented to Plaintiff and the other class members that they were properly denied wages, all
25 in order to increase Defendants' profits.

26 44. During the relevant time period, Defendants failed to pay overtime wages to
27 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
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1 class members were required to work more than eight (8) hours per day and/or forty (40) hours
2 per week without overtime compensation for all overtime hours worked.

3 45. During the relevant time period, Defendants failed to provide all requisite
4 uninterrupted meal and rest periods to Plaintiff and the other class members.

5 46. During the relevant time period, Defendants failed to pay Plaintiff and the other
6 class members at least minimum wages for all hours worked.

7 47. During the relevant time period, Defendants failed to pay Plaintiff and the other
8 class members all wages owed to them upon discharge or resignation.

9 48. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 class members all wages within any time permissible under California law, including, *inter*
11 *alia*, California Labor Code section 204.

12 49. During the relevant time period, Defendants failed to provide complete or
13 accurate wage statements to Plaintiff and the other class members.

14 50. During the relevant time period, Defendants failed to keep complete or accurate
15 payroll records for Plaintiff and the other class members.

16 51. During the relevant time period, Defendants failed to reimburse Plaintiff and the
17 other class members for all necessary business-related expenses and costs.

18 52. During the relevant time period, Defendants failed to properly compensate
19 Plaintiff and the other class members pursuant to California law in order to increase
20 Defendants' profits.

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

24 **FIRST CAUSE OF ACTION**

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

26 **(Against FXI, INC. and DOES 1 through 100)**

27 54. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
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1 through 53, and each and every part thereof with the same force and effect as though fully set
2 forth herein.

3 55. California Labor Code section 1198 and the applicable Industrial Welfare
4 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
5 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
6 rate of pay, depending on the number of hours worked by the person on a daily or weekly
7 basis.

8 56. Specifically, the applicable IWC Wage Order provides that Defendants are and
9 were required to pay Plaintiff and the other class members employed by Defendants, and
10 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
11 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
12 than forty (40) hours in a workweek.

13 57. The applicable IWC Wage Order further provides that Defendants are and were
14 required to pay Plaintiff and the other class members overtime compensation at a rate of two
15 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

16 58. California Labor Code section 510 codifies the right to overtime compensation
17 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
18 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
19 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
20 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
21 of work.

22 59. During the relevant time period, Plaintiff and the other class members worked in
23 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

24 60. During the relevant time period, Defendants intentionally and willfully failed to
25 pay overtime wages owed to Plaintiff and the other class members.

26 61. Defendants’ failure to pay Plaintiff and the other class members the unpaid
27 balance of overtime compensation, as required by California laws, violates the provisions of
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1 California Labor Code sections 510 and 1198, and is therefore unlawful.

2 62. Pursuant to California Labor Code section 1194, Plaintiff and the other class
3 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
4 attorneys' fees.

5 **SECOND CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 226.7 and 512(a))**

7 **(Against FXI, INC. and DOES 1 through 100)**

8 63. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 62, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 64. At all relevant times, the IWC Order and California Labor Code sections 226.7
12 and 512(a) were applicable to Plaintiff's and the other class members' employment by
13 Defendants.

14 65. At all relevant times, California Labor Code section 226.7 provides that no
15 employer shall require an employee to work during any meal or rest period mandated by an
16 applicable order of the California IWC.

17 66. At all relevant times, the applicable IWC Wage Order and California Labor
18 Code section 512(a) provide that an employer may not require, cause or permit an employee to
19 work for a work period of more than five (5) hours per day without providing the employee
20 with a meal period of not less than thirty (30) minutes, except that if the total work period per
21 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
22 consent of both the employer and employee.

23 67. At all relevant times, the applicable IWC Wage Order and California Labor
24 Code section 512(a) further provide that an employer may not require, cause or permit an
25 employee to work for a work period of more than ten (10) hours per day without providing the
26 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
27 that if the total hours worked is no more than twelve (12) hours, the second meal period may
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1 be waived by mutual consent of the employer and the employee only if the first meal period
2 was not waived.

3 68. During the relevant time period, Plaintiff and the other class members who were
4 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
5 their legally-mandated meal periods by mutual consent, were required to work for periods
6 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
7 minutes and/or rest period.

8 69. During the relevant time period, Plaintiff and the other class members who were
9 scheduled to work for a period of time in excess of six (6) hours were required to work for
10 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
11 (30) minutes and/or rest period.

12 70. During the relevant time period, Defendants intentionally and willfully required
13 Plaintiff and the other class members to work during meal periods and failed to compensate
14 Plaintiff and the other class members the full meal period premium for work performed during
15 meal periods.

16 71. During the relevant time period, Defendants failed to pay Plaintiff and the other
17 class members the full meal period premium due pursuant to California Labor Code section
18 226.7.

19 72. Defendants' conduct violates applicable IWC Wage Order and California Labor
20 Code sections 226.7 and 512(a).

21 73. Pursuant to applicable IWC Wage Order and California Labor Code section
22 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
23 additional hour of pay at the employee's regular rate of compensation for each work day that
24 the meal or rest period is not provided.

25 **THIRD CAUSE OF ACTION**

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

27 **(Against FXI, INC. and DOES 1 through 100)**

1 74. Plaintiff incorporates by reference the allegations contained in paragraphs 1
2 through 73, and each and every part thereof with the same force and effect as though fully set
3 forth herein.

4 75. At all times herein set forth, the applicable IWC Wage Order and California
5 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
6 employment by Defendants.

7 76. At all relevant times, California Labor Code section 226.7 provides that no
8 employer shall require an employee to work during any rest period mandated by an applicable
9 order of the California IWC.

10 77. At all relevant times, the applicable IWC Wage Order provides that "[e]very
11 employer shall authorize and permit all employees to take rest periods, which insofar as
12 practicable shall be in the middle of each work period" and that the "rest period time shall be
13 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
14 hours or major fraction thereof" unless the total daily work time is less than three and one-half
15 (3 ½) hours.

16 78. During the relevant time period, Defendants required Plaintiff and other class
17 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
18 rest period per each four (4) hour period worked.

19 79. During the relevant time period, Defendants willfully required Plaintiff and the
20 other class members to work during rest periods and failed to pay Plaintiff and the other class
21 members the full rest period premium for work performed during rest periods.

22 80. During the relevant time period, Defendants failed to pay Plaintiff and the other
23 class members the full rest period premium due pursuant to California Labor Code section
24 226.7.

25 81. Defendants' conduct violates applicable IWC Wage Orders and California
26 Labor Code section 226.7.

27 82. Pursuant to the applicable IWC Wage Orders and California Labor Code section
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226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

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

(Against FXI, INC. and DOES 1 through 100)

83. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 82, and each and every part thereof with the same force and effect as though fully set forth herein.

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

85. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

86. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

87. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

88. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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2 **FIFTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 201 and 202)**

4 **(Against FXI, INC. and DOES 1 through 100)**

5 89. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 88, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 90. At all relevant times herein set forth, California Labor Code sections 201 and
9 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
10 time of discharge are due and payable immediately, and if an employee quits his or her
11 employment, his or her wages shall become due and payable not later than seventy-two (72)
12 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
13 intention to quit, in which case the employee is entitled to his or her wages at the time of
14 quitting.

15 91. During the relevant time period, Defendants intentionally and willfully failed to
16 pay Plaintiff and the other class members who are no longer employed by Defendants their
17 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

18 92. Defendants' failure to pay Plaintiff and the other class members who are no
19 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
20 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
21 201 and 202.

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

26 94. Plaintiff and the other class members are entitled to recover from Defendants the
27 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
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1 pursuant to California Labor Code section 203.

2 **SIXTH CAUSE OF ACTION**

3 **(Violation of California Labor Code § 204)**

4 **(Against FXI, INC. and DOES 1 through 100)**

5 95. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 94, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 96. At all times herein set forth, California Labor Code section 204 provides that all
9 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
10 any calendar month, other than those wages due upon termination of an employee, are due and
11 payable between the 16th and the 26th day of the month during which the labor was
12 performed.

13 97. At all times herein set forth, California Labor Code section 204 provides that all
14 wages earned by any person in any employment between the 16th and the last day, inclusive,
15 of any calendar month, other than those wages due upon termination of an employee, are due
16 and payable between the 1st and the 10th day of the following month.

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

20 99. During the relevant time period, Defendants intentionally and willfully failed to
21 pay Plaintiff and the other class members all wages due to them, within any time period
22 permissible under California Labor Code section 204.

23 100. Plaintiff and the other class members are entitled to recover all remedies
24 available for violations of California Labor Code section 204.

25 **SEVENTH CAUSE OF ACTION**

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

27 **(Against FXI, INC. and DOES 1 through 100)**

1 101. Plaintiff incorporates by reference the allegations contained in paragraphs 1
2 through 100, and each and every part thereof with the same force and effect as though fully set
3 forth herein.

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

18 103. Defendants have intentionally and willfully failed to provide Plaintiff and the
19 other class members with complete and accurate wage statements. The deficiencies include,
20 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
21 the other class members.

22 104. As a result of Defendants' violation of California Labor Code section 226(a),
23 Plaintiff and the other class members have suffered injury and damage to their statutorily-
24 protected rights.

25 105. More specifically, Plaintiff and the other class members have been injured by
26 Defendants' intentional and willful violation of California Labor Code section 226(a) because
27 they were denied both their legal right to receive, and their protected interest in receiving,
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1 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

2 106. Plaintiff and the other class members are entitled to recover from Defendants the
3 greater of their actual damages caused by Defendants' failure to comply with California Labor
4 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
5 employee.

6 107. Plaintiff and the other class members are also entitled to injunctive relief to
7 ensure compliance with this section, pursuant to California Labor Code section 226(h).

8 **EIGHTH CAUSE OF ACTION**

9 **(Violation of California Labor Code § 1174(d))**

10 **(Against FXI, INC. and DOES 1 through 100)**

11 108. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 107, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 109. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
15 central location in the state or at the plants or establishments at which employees are
16 employed, payroll records showing the hours worked daily by and the wages paid to, and the
17 number of piece-rate units earned by and any applicable piece rate paid to, employees
18 employed at the respective plants or establishments. These records shall be kept in accordance
19 with rules established for this purpose by the commission, but in any case shall be kept on file
20 for not less than two years.

21 110. Defendants have intentionally and willfully failed to keep accurate and complete
22 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
23 class members.

24 111. As a result of Defendants' violation of California Labor Code section 1174(d),
25 Plaintiff and the other class members have suffered injury and damage to their statutorily-
26 protected rights.

27 112. More specifically, Plaintiff and the other class members have been injured by
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Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

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

(Against FXI, INC. and DOES 1 through 100)

113. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

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

115. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

116. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

117. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against FXI, INC. and DOES 1 through 100)

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

1 119. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
2 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
3 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public
4 interest within the meaning of Code of Civil Procedure section 1021.5.

5 120. Defendants' activities as alleged herein are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business &
7 Professions Code section 17200, et seq.

8 121. A violation of California Business & Professions Code section 17200, et seq.
9 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
10 policies and practices of requiring employees, including Plaintiff and the other class members,
11 to work overtime without paying them proper compensation violate California Labor Code
12 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
13 employees, including Plaintiff and the other class members, to work through their meal and
14 rest periods without paying them proper compensation violate California Labor Code sections
15 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
16 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
17 practices of failing to timely pay wages to Plaintiff and the other class members violate
18 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
19 Code sections 226(a), 1174(d), 2800 and 2802.

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

22 123. Plaintiff and the other class members have been personally injured by
23 Defendants' unlawful business acts and practices as alleged herein, including but not
24 necessarily limited to the loss of money and/or property.

25 124. Pursuant to California Business & Professions Code sections 17200, et seq.,
26 Plaintiff and the other class members are entitled to restitution of the wages withheld and
27 retained by Defendants during a period that commences four years preceding the filing of this
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1 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
2 1021.5 and other applicable laws; and an award of costs.

3 **ELEVENTH CAUSE OF ACTION**

4 **Violation of California Labor Code § 2698, et seq.**

5 **(Against FXI, INC. and DOES 1 through 100)**

6 125. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 124, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 126. PAGA expressly establishes that any provision of the California Labor Code
10 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
11 departments, divisions, commissions, boards, agencies or employees for a violation of the
12 California Labor Code, may be recovered through a civil action brought by an aggrieved
13 employee on behalf of himself or herself, and other current or former employees.

14 127. Whenever the LWDA, or any of its departments, divisions, commissions,
15 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
16 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
17 assess a civil penalty.

18 128. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved
19 employees" as defined by California Labor Code section 2699(c) in that they are all current or
20 former employees of Defendants, and one or more of the alleged violations was committed
21 against them.

22 **Failure to Pay Overtime**

23 129. Defendants' failure to pay legally required overtime wages to Plaintiff and the
24 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
25 California Labor Code sections 510 and 1198.

26 **Failure to Provide Meal Periods**

27 130. Defendants' failure to provide legally required meal periods to Plaintiff and the
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1 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
2 California Labor Code sections 226.7 and 512(a).

3 **Failure to Provide Rest Periods**

4 131. Defendants' failure to provide legally required rest periods to Plaintiff and the
5 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
6 California Labor Code section 226.7.

7 **Failure to Pay Minimum Wages**

8 132. Defendants' failure to pay legally required minimum wages to Plaintiff and the
9 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
10 California Labor Code sections 1194, 1197 and 1197.1.

11 **Failure to Timely Pay Wages Upon Termination**

12 133. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
13 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a
14 violation of California Labor Code sections 201 and 202.

15 **Failure to Timely Pay Wages During Employment**

16 134. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
17 employees during employment in accordance with Labor Code section 204 constitutes a
18 violation of California Labor Code section 204.

19 **Failure to Provide Complete and Accurate Wage Statements**

20 135. Defendants' failure to provide complete and accurate wage statements to
21 Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a)
22 constitutes a violation of California Labor Code section 226(a).

23 **Failure to Keep Complete and Accurate Payroll Records**

24 136. Defendants' failure to keep complete and accurate payroll records relating to
25 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
26 1174(d) constitutes a violation of California Labor Code section 1174(d).

27 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

1 137. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
2 necessary business-related expenses and costs in accordance with California Labor Code
3 sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and
4 2802.

5 138. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
6 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and
7 each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as
8 well as all penalties pursuant to PAGA against Defendants, and each of them, including but not
9 limited to:

- 10 a. Penalties under California Labor Code section 2699 in the amount of a
11 hundred dollars (\$100) for each aggrieved employee per pay period for the
12 initial violation, and two hundred dollars (\$200) for each aggrieved
13 employee per pay period for each subsequent violation;
- 14 b. Penalties under California Code of Regulations Title 8 section 11010 et
15 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
16 pay period for the initial violation, and one hundred dollars (\$100) for
17 each aggrieved employee per pay period for each subsequent violation;
- 18 c. Penalties under California Labor Code section 210 in addition to, and
19 entirely independent and apart from, any other penalty provided in the
20 California Labor Code in the amount of a hundred dollars (\$100) for each
21 aggrieved employee per pay period for the initial violation, and two
22 hundred dollars (\$200) for each aggrieved employee per pay period for
23 each subsequent violation; and
- 24 d. Any and all additional penalties and sums as provided by the California
25 Labor Code and/or other statutes.

26 139. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
27 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
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1 and Workforce Development Agency for the enforcement of labor laws and education of
2 employers and employees about their rights and responsibilities and twenty-five percent
3 (25%) to the aggrieved employees.

4 140. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
5 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
6 applicable statute.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff, individually, and on behalf of other members of the general public similarly
9 situated, requests a trial by jury.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
12 public similarly situated and on behalf of other aggrieved employees pursuant to the Private
13 Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally,
14 as follows:

15 **Class Certification**

- 16 1. That this action be certified as a class action;
17 2. That Plaintiff be appointed as the representative of the Class;
18 3. That counsel for Plaintiff be appointed as Class Counsel; and
19 4. That Defendants provide to Class Counsel immediately the names and most
20 current/last known contact information (address, e-mail and telephone numbers) of all class
21 members.

22 **As to the First Cause of Action**

- 23 5. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
25 all overtime wages due to Plaintiff and the other class members;
26 6. For general unpaid wages at overtime wage rates and such general and special
27 damages as may be appropriate;
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1 7. For pre-judgment interest on any unpaid overtime compensation commencing
2 from the date such amounts were due;

3 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code section 1194; and

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

6 **As to the Second Cause of Action**

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

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

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

16 13. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

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

21 **As to the Third Cause of Action**

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

25 18. That the Court make an award to Plaintiff and the other class members of one
26 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
27 period was not provided;

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

3 20. For premium wages pursuant to California Labor Code section 226.7(c);

4 21. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due; and

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

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

8 23. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
10 Plaintiff and the other class members;

11 24. For general unpaid wages and such general and special damages as may be
12 appropriate;

13 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
14 for Plaintiff and the other class members in the amount as may be established according to
15 proof at trial;

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

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

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

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

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

23 30. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
25 time of termination of the employment of Plaintiff and the other class members no longer
26 employed by Defendants;

27 31. For all actual, consequential, and incidental losses and damages, according to
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1 proof;

2 32. For statutory wage penalties pursuant to California Labor Code section 203 for
3 Plaintiff and the other class members who have left Defendants' employ;

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

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

7 **As to the Sixth Cause of Action**

8 35. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
10 by California Labor Code section 204 to Plaintiff and the other class members;

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

13 37. For pre-judgment interest on any unpaid compensation from the date such
14 amounts were due; and

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

16 **As to the Seventh Cause of Action**

17 39. That the Court declare, adjudge and decree that Defendants violated the record
18 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
19 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
20 wage statements thereto;

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

22 41. For statutory penalties pursuant to California Labor Code section 226(e);

23 42. For injunctive relief to ensure compliance with this section, pursuant to
24 California Labor Code section 226(h); and

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

26 **As to the Eighth Cause of Action**

27 44. That the Court declare, adjudge and decree that Defendants violated California
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1 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
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3 for Plaintiff and the other class members as required by California Labor Code section
4 1174(d);

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

6 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

8 **As to the Ninth Cause of Action**

9 48. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
11 class members for all necessary business-related expenses as required by California Labor
12 Code sections 2800 and 2802;

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

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

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

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

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

18 53. That the Court decree, adjudge and decree that Defendants violated California
19 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
20 other class members all overtime compensation due to them, failing to provide all meal and
21 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
22 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
23 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
24 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

25 54. For restitution of unpaid wages to Plaintiff and all the other class members and
26 all pre-judgment interest from the day such amounts were due and payable;

27 55. For the appointment of a receiver to receive, manage and distribute any and all
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1 funds disgorged from Defendants and determined to have been wrongfully acquired by
2 Defendants as a result of violation of California Business and Professions Code sections
3 17200, et seq.;

4 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Code of Civil Procedure section 1021.5;

6 57. For injunctive relief to ensure compliance with this section, pursuant to
7 California Business and Professions Code sections 17200, et seq.;

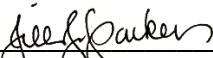
8 **As to the Eleventh Cause of Action**

9 58. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g)
10 and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections
11 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
12 2802; and

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

14 Dated: September 10, 2025

PARKER & MINNE, LLP

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16 By: 
17 Jill J. Parker
18 Attorneys for Plaintiff
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