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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Leslie Zepeda, DEPUTY

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 AUSTIN KUHL, individually and on behalf of all
13 others similarly situated,

14 Plaintiff,

15 v.

16 AWSS INC.; and DOES 1 through 100, inclusive,

17 Defendants.

Case No. CIVSB2533936

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

- 1) **Failure to Pay All Minimum Wages**
(Labor Code §§ 1182.12, 1194,
1194.2, 1197);
- 2) **Failure to Pay All Overtime Wages**
(Labor Code §§ 204, 510, 1194 and
1198);
- 3) **Meal Period Violations** (Labor Code
§§ 226.7, 512, and 558);
- 4) **Rest Period Violations** (Labor Code
§§ 226.7, 516, and 558);
- 5) **Wage Statement Violations** (Labor
Code § 226 *et seq.*);
- 6) **Waiting Time Penalties** (Labor Code
§§ 201-203);
- 7) **Failure to Reimburse Employees for
Necessary Business Expenses** (Labor
Code §§ 2802 and 2804);
- 8) **Unfair Competition** (Bus. & Prof.
Code § 17200 *et seq.*); and
- 9) **Civil Penalties and Public Injunctive
Relief under the Private Attorneys
General Act** (Labor Code § 2698 *et
seq.*)

DEMAND FOR JURY TRIAL

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**REQUEST FOR PUBLIC INJUNCTIVE
RELIEF
UNLIMITED CIVIL CASE**

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1 Plaintiff Austin Kuhl (“Plaintiff”), individually and on behalf of all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”) against
3 Defendants AWSS Inc.; and DOES 1 through 100, inclusive (collectively, “Defendants”), and on
4 information and belief alleges as follows:

5 **STATEMENT OF THE CASE**

6 1. This proposed class and representative action, brought pursuant to California Code of
7 Civil Procedure § 382, seeks unpaid minimum, overtime, and double-time wages, meal and rest period
8 premium pay, statutory penalties, liquidated damages, interest, reasonable attorneys’ fees, and costs.
9 Plaintiff’s action is brought under California Labor Code §§ 201-204, 206, 210, 221, 223, 224, 226,
10 226.3, 226.7, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
11 1199, 2800, 2802, 2804, and 2810.3, California Business & Professions Code §§ 17200 *et seq.*, and
12 the Industrial Welfare Commission Wage Order No. 7 (“Wage Order 7”), in addition to seeking
13 declaratory relief and restitution.

14 **JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over Defendants because, upon information and belief,
16 Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or
17 otherwise intentionally avail themselves to the California market so as to render the exercise of
18 jurisdiction over them by the California courts consistent with the traditional notions of fair play and
19 substantial justice.

20 3. Venue in this County is proper under California Business & Professions Code § 17203
21 and California Code of Civil Procedure § 395.5 because a substantial part of Defendants’ unlawful
22 conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct
23 substantial business in this County, and/or Defendants’ liability arose in this County.

24 **PARTIES**

25 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
26 Plaintiff was, and currently is, a resident of California. Within the statute of limitations periods
27 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
28 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of herein,

1 lost money and/or property, and has been deprived of the rights guaranteed to him by Labor Code §§
2 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804,
3 Business & Professions Code § 17200 *et seq.*, and Wage Order 7, which sets employment standards
4 for the mercantile industry.

5 5. Plaintiff is informed and believes, and based thereon alleges, that during the time period
6 relevant to this action, Defendants did (and do) business by owning and operating gas stations and car
7 washes.

8 6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned
9 herein, Defendants were licensed to do business in California and were the employers of Plaintiff and
10 of the members of the Classes (as defined below).

11 7. Plaintiff does not know the true names, capacities, relationships, and/or the extent of
12 participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this Complaint.
13 For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious names.
14 Plaintiff prays for leave to amend this Complaint when their true names and capacities are known.
15 Plaintiff is informed and believes, and based thereon alleges, that each fictitiously named Respondent
16 is and was responsible in some way for the alleged wage-and-hour violations and other wrongful
17 conduct that subjected Plaintiff and the Classes, as defined below, to the illegal employment practices,
18 wrongs and injuries complained of herein. All references in this Complaint to “Defendants” shall be
19 deemed to include all DOE Defendants.

20 8. At all times herein mentioned, each of said Defendants participated in the doing of the
21 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
22 and each of them, were the agents, servants, and employees of each and every one of the other
23 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
24 within the course and scope of said agency and employment. Defendants, and each of them, approved
25 of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
26 herein.

27 9. At all times mentioned herein, Defendants, and each of them, were members of and
28 engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope

1 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
2 that all Defendants were joint employers for all purposes of Plaintiff and the Classes (as defined
3 below).

4 **GENERAL FACTUAL ALLEGATIONS**

5 10. Defendants did (and do) business by owning and operating gas stations and car washes.
6 Defendants employed Plaintiff in the non-exempt position of “Assistant Manager” (or other similarly
7 titled position) from approximately December 2023 through October 2025. Plaintiff’s primary job
8 duties included, *inter alia*, overseeing daily operations, handling inventory, ensuring customer
9 satisfaction, maintaining station cleanliness and safety, managing cash and transactions, and assisting
10 with administrative tasks like budgeting and reporting.

11 11. Defendants’ practices and policies deprived Plaintiff and other non-exempt employees
12 of minimum, overtime, and double-time wages. Plaintiff and other non-exempt employees regularly
13 worked more than eight (8), 10, and/or 12 hours per workday, over 40 hours per workweek, and/or
14 seven straight workdays in a workweek (in violation of Labor Code §§ 551 and 552). Defendants also
15 required Plaintiff and other non-exempt employees to complete work-related tasks off the clock, such
16 as communicating with Defendants’ management and supervisors and working through meal periods
17 as a result of understaffing and work demands. Due to Defendants’ timekeeping policies/practices that
18 fail to compensate for all hours worked, Plaintiff and other non-exempt employees were not
19 compensated for all required minimum, overtime, and double-time wages.

20 12. Defendants failed to provide Plaintiff and other non-exempt employees with all legally
21 compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late
22 (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods.
23 Specifically, on those occasions when Plaintiff and other non-exempt employees were able to take a
24 meal period, Plaintiff and other non-exempt employees were unable to commence their meal periods
25 until after the completion of five hours of work due to understaffing and work demands. Plaintiff and
26 other non-exempt employees’ meal periods were also cut short as Plaintiff and other non-exempt
27 employees were regularly interrupted with emergent work issues and expected to respond during their
28 meal periods. As such, Defendants failed to relinquish control over how Plaintiff and other non-exempt

1 employees spent their meal periods. As a result of Defendants' meal period practices and policies,
2 Plaintiff and other non-exempt employees were not provided with all lawful meal periods to which
3 they were entitled. On occasions when Plaintiff and other non-exempt employees were not provided
4 with all lawful meal periods to which they were entitled, Defendants failed to pay Plaintiff and other
5 non-exempt employees an additional hour of premium pay at the regular rate of pay for each workday
6 in which a meal period violation occurred, as required by Labor Code § 226.7. Upon information and
7 belief, for at least a portion of the relevant time period, Defendants failed to maintain any pay code or
8 other mechanism for the payment of meal period premiums when they failed to authorize and permit
9 Plaintiff and other non-exempt employees with legally compliant meal periods.

10 13. Plaintiff and other non-exempt employees were not authorized and permitted to take a
11 duty free, ten-minute rest period for every 4 hours worked (or major fraction thereof) due to
12 Defendants' rest period policies/practices. Specifically, Defendants did not always authorize and
13 permit duty-free rest periods due to understaffing and work demands. As such, Plaintiff and other non-
14 exempt employees regularly missed their rest periods. Because Plaintiff and other non-exempt
15 employees clocked out for their rest periods, Defendants have documentary evidence of these missed
16 rest periods. As a result of Defendants' rest period practices and policies, Plaintiff and other non-
17 exempt employees were not provided with all lawful rest periods to which they were entitled. On
18 occasions when Plaintiff and other non-exempt employees were not provided with all lawful rest
19 periods to which they were entitled, Defendants failed to pay Plaintiff and other non-exempt
20 employees an additional hour of premium pay at the regular rate of pay for each workday in which a
21 rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, for at
22 least a portion of the relevant time period, Defendants failed to maintain any pay code or other
23 mechanism for the payment of rest period premiums when they failed to authorize and permit Plaintiff
24 and other non-exempt employees with legally compliant rest periods.

25 14. Defendants also required Plaintiff and other non-exempt employees to provide their
26 own supplies necessary to perform their job duties without reimbursing them for these necessary
27 business expenses. Specifically, Defendants required Plaintiff and other non-exempt employees to use
28 their personal cell phones to communicate with supervisors about their work duties. Upon information

1 and belief, Defendants never reimbursed Plaintiff and other non-exempt employees for a reasonable
2 portion of their cellular phone expenses necessary to perform their jobs, as mandated by *Cochran v.*
3 *Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, and Labor Code § 2802.

4 15. As a result of Defendants' failure to pay minimum wages, overtime wages, and double-
5 time wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate
6 payroll records, issued inaccurate wage statements to Plaintiff and other non-exempt employees, and
7 failed to pay all final wages owed to Plaintiff and other non-exempt employees upon their respective
8 separations from employment.

9 CLASS ACTION ALLEGATIONS

10 16. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
11 Classes pursuant to Code of Civil Procedure § 382:

- 12 a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt
13 employees in California who were subject to Defendants' timekeeping policies and/or
14 practices for non-exempt employees, during the four years immediately preceding the
15 filing of this action through the present.
- 16 b. The Overtime Class consists of all Defendants' current and former non-exempt
17 employees in California who worked more than 8.0 hours per day and/or 40.0 hours per
18 workweek and were subject to Defendants' timekeeping policies and/or practices for non-
19 exempt employees, during the four years immediately preceding the filing of this action
20 through the present.
- 21 c. The Meal Period Class consists of all Defendants' current and former non-exempt
22 employees in California who worked at least one shift in excess of 5.0 hours during the
23 four years immediately preceding the filing of this action through the present.
- 24 d. The Rest Period Class consists of all Defendants' current and former non-exempt
25 employees in California who worked at least one shift in excess of 3.5 hours, during the
26 four years immediately preceding the filing of this action through the present.
- 27 e. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime
28 Class, Meal Period Class, and/or Rest Period Class, who separated their employment with

Defendants during the three years immediately preceding the filing of this action through the present.

f. The Reimbursement Class consists of all Defendants' current and former non-exempt employees in California who were who were subject to Defendants' reimbursement policies/practices, during the four years immediately preceding the filing of this action through the present.

g. The Wage Statement Class consists of: (i) all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class; and/or (ii) all of Defendants' current and former non-exempt employees in California who were paid in cash for work performed, who received a wage statement from Defendants during the one year immediately preceding the filing of this action through the present.

17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

- a. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
- b. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- c. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class and/or Overtime Class;

- d. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- e. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- f. Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code §§ 226.7;
- g. Whether Defendants paid all wages/compensation due upon separation to members of the Waiting Time Class as required under California law;
- h. Whether Defendants failed to reimburse members of the Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code §§ 2802 and 2804; and
- i. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226.

19. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timeclock policies/practices, meal and rest period policies/practices, and reimbursement policies/practices. As such, common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all minimum and overtime wages owed, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages at his regular rate of pay for missed or non-compliant meal and rest periods, was not reimbursed for all necessary business expenses, and was not provided with accurate, itemized wage statements.

21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to

1 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
2 attorneys are ready, willing and able to fully and adequately represent the members of the Classes and
3 Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in the past and
4 are committed to vigorously prosecuting this action on behalf of the members of the Classes.

5 22. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
6 important public interest in establishing minimum working conditions and standards in California.
7 These laws and labor standards protect the average working employee from exploitation by employers
8 who have the responsibility to follow the laws and who may seek to take advantage of superior
9 economic and bargaining power in setting onerous terms and conditions of employment. The nature
10 of this action and the format of laws available to Plaintiff and members of the Classes make the class
11 action format a particularly efficient and appropriate procedure to redress the violations alleged herein.
12 If each employee were required to file an individual lawsuit, Defendants would necessarily gain an
13 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
14 each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring
15 each member of the Classes to pursue an individual remedy would also discourage the assertion of
16 lawful claims by employees who would be disinclined to file an action against their former and/or
17 current employer for real and justifiable fear of retaliation and permanent damage to their careers at
18 subsequent employment. Further, the prosecution of separate actions by the individual class members,
19 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
20 with respect to the individual class members against Defendants herein; and which would establish
21 potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect
22 to individual class members which would, as a practical matter, be dispositive of the interest of the
23 other class members not parties to adjudications or which would substantially impair or impede the
24 ability of the class members to protect their interests. Further, the claims of the individual members of
25 the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the
26 concomitant costs and expenses attending thereto. As such, the Classes identified herein are
27 maintainable as a Class under Code of Civil Procedure § 382.

28 //

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL MINIMUM WAGES**

3 **(AGAINST ALL DEFENDANTS)**

4 23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 24. Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right
6 of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor
7 Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum
8 wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees
9 and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest
10 accrued thereon.

11 25. At all relevant times herein, Defendants failed to conform their pay practices to the
12 requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all
13 hours worked including, but not limited to, all hours they were subject to the control of Defendants
14 and/or suffered or permitted to work under the California Labor Code and Wage Order 7.

15 26. California Labor Code § 1198 makes unlawful the employment of an employee under
16 conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an
17 employer who has failed to pay its employees the legal minimum wage is liable to pay those employees
18 the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
19 due and interest thereon.

20 27. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
21 Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited
22 to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover
23 economic and statutory damages and penalties and other appropriate relief as a result of Defendants'
24 violations of the California Labor Code and Wage Order 7.

25 28. The foregoing practices and policies are unlawful and create an entitlement to recovery
26 by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of
27 minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties,
28 attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and

1 1198, Wage Order 7, and Code of Civil Procedure § 1021.5.

2 29. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
3 conduct described herein, have committed an “intentional theft of wages in an amount greater than
4 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
5 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
6 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
7 the Minimum Wage Class of wages by unlawful means with the knowledge that the wages are due to
8 the Minimum Wage Class under the law. Thus, Plaintiff and members of the Minimum Wage Class
9 are entitled to treble damages and costs, including reasonable attorneys’ fees, pursuant to California
10 Penal Code § 496(c).

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY ALL OVERTIME WAGES**

13 **(AGAINST ALL DEFENDANTS)**

14 30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198,
16 which provides that non-exempt employees are entitled to all overtime wages and compensation for
17 all overtime hours worked and provide a private right of action for the failure to pay all overtime
18 compensation for overtime work performed.

19 32. At all times relevant herein, Defendants were required to properly compensate non-
20 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
21 worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an
22 employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for
23 work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek.
24 Defendants caused Plaintiff to work overtime hours but did not compensate Plaintiff or members of
25 the Overtime Class with one and one-half times their regular rate of pay for such hours.

26 33. The foregoing policies and practices are unlawful and create an entitlement to recovery
27 by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount of overtime
28 premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and costs of suit

1 according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code of Civil
2 Procedure § 1021.5.

3 34. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
4 conduct described herein, have committed an “intentional theft of wages in an amount greater than
5 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
6 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
7 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
8 the Overtime Class of wages by unlawful means with the knowledge that the wages are due to the
9 Overtime Class under the law. Thus, Plaintiff and members of the Overtime Class are entitled to treble
10 damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code § 496(c).

11 **THIRD CAUSE OF ACTION**

12 **MEAL PERIOD VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

14 35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
16 their affirmative obligation to provide all of their non-exempt employees in California, including
17 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance
18 with the mandates of the California Labor Code and Wage Order 7, § 11. Despite Defendants’
19 violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal
20 Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204,
21 210, 226.7, and 512.

22 37. As a result, Defendants are responsible for paying premium compensation for meal
23 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 7, including interest
24 thereon, statutory penalties, civil penalties, and costs of suit.

25 38. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
26 conduct described herein, have committed an “intentional theft of wages in an amount greater than
27 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
28 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within

1 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
2 the Meal Period Class of wages by unlawful means with the knowledge that the wages are due to the
3 Meal Period Class under the law. Thus, Plaintiff and members of the Meal Period Class are entitled to
4 treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code §
5 496(c).

6 **FOURTH CAUSE OF ACTION**
7 **REST PERIOD VIOLATIONS**
8 **(AGAINST ALL DEFENDANTS)**

9 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 40. Wage Order 7, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees
11 to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or
12 major fraction thereof. 41. As alleged herein, Defendants failed to authorize and permit Plaintiff and
13 members of the Rest Period Class to take all required rest periods.

14 41. The foregoing violations create an entitlement to recovery by Plaintiff and members of
15 the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including
16 interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7,
17 516, and Civil Code §§ 3287(b) and 3289.

18 42. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
19 conduct described herein, have committed an "intentional theft of wages in an amount greater than
20 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
21 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
22 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
23 the Rest Period Class of wages by unlawful means with the knowledge that the wages are due to the
24 Rest Period Class under the law. Thus, Plaintiff and members of the Rest Period Class are entitled to
25 treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code §
26 496(c).

27 **FIFTH CAUSE OF ACTION**
28 **WAGE STATEMENT VIOLATIONS**

1 (AGAINST ALL DEFENDANTS)

2 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

3 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and
5 members of the Wage Statement Class with accurate and complete, itemized wage statements that
6 included, among other requirements, all hours worked, total gross wages earned, all rates of pay and
7 corresponding number of hours worked, total net wages earned, and the correct name of the legal entity
8 that is the employer in violation of Labor Code §§ 226 *et seq.*

9 45. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with
10 accurate and complete, itemized wage statements resulted in actual injury, as said failures led to,
11 among other things, the non-payment of minimum and overtime wages and meal and rest period
12 premium wages owed, and deprived them of the information necessary to identify the discrepancies
13 in Defendants' reported data.

14 46. Defendants' failures create an entitlement to recovery by Plaintiff and members of the
15 Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code §§
16 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
17 according to California Labor Code §§ 226 *et seq.*

18 **SIXTH CAUSE OF ACTION**

19 **WAITING TIME PENALTIES**

20 (AGAINST ALL DEFENDANTS)

21 47. Plaintiff re-alleges and incorporates all previous paragraphs.

22 48. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
23 employer to pay all wages earned immediately at the time of separation of employment in the event
24 the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her
25 intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said
26 employee's wages become due and payable no later than 72 hours upon said employee's last date of
27 employment.

28 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to

1 timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of
2 their separation, which includes, among other things, underpaid minimum and overtime wages, and
3 meal and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon
4 alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of
5 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
6 Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of
7 Labor Code § 203.

8 50. Defendants' willful failure to timely pay Plaintiff and members of the Waiting Time
9 Class their earned wages upon separation from employment, results in a continued payment of wages
10 up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the
11 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
12 attorneys' fees and costs of suit.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS EXPENSES**
15 **(AGAINST ALL DEFENDANTS)**

16 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 52. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
18 states that "an employer shall indemnify his or her employees for all necessary expenditures or losses
19 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
20 obedience to the directions of the employer."

21 53. At all times relevant herein, Defendants were subject to Labor Code § 2804, which
22 states that "any contract or agreement, express or implied, made by any employee to waive the benefits
23 of this article or any part thereof, is null and void, and this article shall not deprive any employee or
24 his personal representative of any right or remedy to which he is entitled under the laws of this State."

25 54. As alleged herein, due to Defendants' unlawful reimbursement practices, Defendants
26 failed to indemnify Plaintiff and the members of the Reimbursement Class for all necessary business
27 expenses incurred, including, among other things, personal cell phone usage and personal protective
28 equipment.

1 55. As a proximate result of Defendants' policies and/or practices in violation of Labor
2 Code §§ 2802, 2804, and Wage Order 7, Plaintiff and members of the Reimbursement Class are
3 entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown
4 according to proof at trial, pursuant to Labor Code § 2802.

5 **EIGHTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **(AGAINST ALL DEFENDANTS)**

8 56. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 57. Defendants have engaged and continue to engage in unfair and/or unlawful business
10 practices in California in violation of Business and Professions Code §§ 17200 *et seq.* by, amongst
11 other things, failing to pay Plaintiff and the Classes all minimum and overtime wages owed; failing to
12 pay all required meal and rest period premium wages owed; failing to reimburse for all necessary
13 business expenses incurred; and knowingly failing to furnish complete and accurate, itemized wage
14 statements.

15 58. Defendants' utilization of these unfair and/or unlawful business practices deprived
16 Plaintiff, and continues to deprive members of the Classes, of compensation to which they are legally
17 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
18 Defendants' competitors who have been and/or are currently employing workers and attempting to do
19 so in honest compliance with applicable wage and hour laws.

20 59. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
21 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of
22 monies as necessary and according to proof to restore any and all monies withheld, acquired and/or
23 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

24 60. The acts complained of herein occurred within the last four years immediately
25 preceding the filing this action.

26 61. Plaintiff was compelled to retain the services of counsel to file this court action to
27 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
28 Defendants' current non-exempt employees, and to enforce important rights affecting the public

1 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is
2 entitled to recover under Code of Civil Procedure § 1021.5.

3 **NINTH CAUSE OF ACTION**

4 **CIVIL PENALTIES AND PUBLIC INJUNCTIVE RELIEF UNDER THE PRIVATE**
5 **ATTORNEYS GENERAL ACT**
6 **(AGAINST ALL DEFENDANTS)**

7 62. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 63. Defendants have committed several Labor Code violations against Plaintiff, members
9 of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning
10 of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this
11 representative action against Defendants to recover the civil penalties due to Plaintiff, the members of
12 the Classes, other aggrieved employees, and the State of California according to proof pursuant to
13 Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial
14 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
15 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
16 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
17 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
18 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
19 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
20 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial
21 violation and \$200 for each subsequent violation per employee per pay period for those violations of
22 the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code
23 violations:

- 24 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage
25 Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194,
26 1194.2, 1197, and 1198;
- 27 b. Failing to pay all earned overtime compensation to Plaintiff, the Overtime Class, and
28 other aggrieved employees in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- g. Failing to pay Plaintiff, the Waiting Time Class, and other aggrieved employees all final wages due in violation of Labor Code §§ 201-203; and
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 558, 1174, 1776, and 1198.

64. On October 30, 2025, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in this cause of action. Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

65. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

66. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is

1 entitled to receive under California Labor Code § 2699(g).

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, Plaintiff prays for judgment for himself and for all others on whose behalf
4 this suit is brought against Defendants, as follows:

- 5 1. For an order certifying the proposed Classes;
- 6 2. For an order appointing Plaintiff as representative of the Classes;
- 7 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 8 4. For compensatory damages;
- 9 5. For such general, economic, and/or special damages;
- 10 6. For liquidated damages pursuant to Labor Code § 1194.2;
- 11 7. For statutory penalties to the extent permitted by law, including pursuant to the Labor
12 Code and Wage Order 7;
- 13 8. For civil penalties due to Plaintiff, other aggrieved employees, and the State of
14 California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not
15 limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for
16 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
17 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
18 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
19 period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to
20 Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00
21 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
22 \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period
23 for those violations of the Labor Code for which no civil penalty is specifically provided, based on the
24 Labor Code violations identified in the PAGA Cause of Action;
- 25 9. For public injunctive relief under Labor Code §§ 2698 *et seq.*;
- 26 10. For treble damages pursuant to Penal Code § 496(c) for violations of Penal Code §
27 487m;
- 28 11. For restitution to Plaintiff and Class Members of all money and property unlawfully

1 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
2 Professions Code §§ 17200 *et seq.*;

3 12. For an order requiring Defendants to restore and disgorge all funds to each employee
4 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
5 and, therefore, constituting unfair competition under Business and Professions Code §§ 17200 *et seq.*;

6 13. For prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
7 and Civil Code §§ 3287 and 3289;

8 14. A declaratory judgment that the practices complained of herein are unlawful under
9 California law;

10 15. For attorneys' fees and costs as provided by Labor Code §§ 226, 1194, and Code of
11 Civil Procedure § 1021.5; and

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

13
14 Dated: January 5, 2026

Respectfully submitted,
MANAHAN O'DELL LLP

15
16 By: Shaheen Anthony Etemadi

17 Shaheen Anthony Etemadi
18 Attorneys for Plaintiff

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

21 Dated: January 5, 2026

Respectfully submitted,
MANAHAN O'DELL LLP

22
23
24 By: Shaheen Anthony Etemadi

25 Shaheen Anthony Etemadi
26 Attorneys for Plaintiff
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