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**FILED**  
 Superior Court of California  
 County of Los Angeles  
**01/02/2026**

David W. Slayton, Executive Officer / Clerk of Court  
 By: M. Arellanes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF LOS ANGELES**

RONNIE J. VASQUEZ, individually, and on  
 behalf of all others similarly situated,

Plaintiff,

vs.

NEWEGG, INC.; NEWEGG NORTH  
 AMERICA, INC.; INTEGRITY SOLUTIONS,  
 LLC; and DOES 1 through 10, inclusive,

Defendants

Case No.: 25STCV30617

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 510, 1194, and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7 and 558];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*];
9. Civil Penalties under PAGA [Cal. Lab. Code §§ 2698, *et seq.*].

**DEMAND FOR JURY TRIAL**

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1 Plaintiff Ronnie J. Vasquez (“Plaintiff”), based upon facts that either have evidentiary  
2 support or are likely to have evidentiary support after a reasonable opportunity for further  
3 investigation and discovery, alleges as follows:

#### 4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Newegg, Inc., Newegg North  
6 America, Inc., Integrity Solutions, LLC, and Does 1 through 10 (collectively referred to as  
7 “Defendants”) for California Labor Code violations and unfair business practices stemming from  
8 Defendants’ failure to pay minimum wages, failure to pay overtime wages, failure to provide meal  
9 periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours  
10 worked and meal periods, failure to timely pay all wages to terminated employees, failure to  
11 indemnify necessary business expenses, and failure to furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a class  
13 action on behalf of himself and certain current and former employees of Defendants (hereinafter  
14 collectively referred to as the “Class” or “Class Members” and defined more fully below). The  
15 Class consists of Plaintiff and all other persons who have been employed by any Defendants in  
16 California as an hourly-paid, non-exempt employee during the statute of limitations period  
17 applicable to the claims pleaded here.

18 3. Defendants own/owned and operate/operated an industry, business, and  
19 establishment within the State of California, including Los Angeles County. As such, and based  
20 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are  
21 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission  
22 (“IWC”), and the California Business & Professions Code.

23 4. Plaintiff brings the Ninth Cause of Action as a representative action under the  
24 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to  
25 Plaintiff, the State of California, and past and present hourly-paid, non-exempt employees of  
26 Defendants who worked in California during the applicable statute of limitations period (hereinafter  
27 referred to as the “Aggrieved Employees”).  
28

1           5.       Despite these requirements, throughout the statutory period Defendants maintained  
2 a systematic, company-wide policy and practice of:

- 3           (a)       Failing to pay employees for all hours worked, including all minimum  
4 wages, and overtime wages in compliance with the California Labor Code  
5 and IWC Wage Orders;
- 6           (b)       Failing to provide employees with timely and duty-free meal periods in  
7 compliance with the California Labor Code and IWC Wage Orders, failing  
8 to maintain accurate records of all meal periods taken or missed, and failing  
9 to pay an additional hour's pay for each workday a meal period violation  
10 occurred;
- 11          (c)       Failing to authorize and permit employees to take timely and duty-free rest  
12 periods in compliance with the California Labor Code and IWC Wage  
13 Orders, and failing to pay an additional hour's pay for each workday a rest  
14 period violation occurred;
- 15          (d)       Failing to indemnify employees for necessary business expenses incurred;
- 16          (e)       Willfully failing to pay employees all minimum wages, overtime wages,  
17 meal period premium wages, and rest period premium wages due within the  
18 time period specified by California law when employment terminates;
- 19          (f)       Failing to maintain accurate records of the hours that employees worked;  
20 and
- 21          (g)       Failing to provide employees with accurate, itemized wage statements  
22 containing all the information required by the California Labor Code and  
23 IWC Wage Orders.

24           6.       On information and belief, Defendants, and each of them, were on actual and  
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their  
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were  
27 willful and deliberate.  
28

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

## **THE PARTIES**

### **A. Plaintiff**

8. Plaintiff is a California resident who worked for Defendants in the County of Los Angeles, State of California, in the year 2025 and within the statutory period.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

### **B. Defendants**

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants are:

- (a) Business entities with their principal places of business in Los Angeles, California.
- (b) Business entities conducting business in numerous counties throughout the State of California, including in Los Angeles County; and
- (c) The former employers of Plaintiff, and the current and/or former employers of the putative Class and the Aggrieved Employees. Defendants suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and
- (d) At all times mentioned herein, Defendants are and were the joint employers of Plaintiff, the Class, and the Aggrieved Employees.

11. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages

suffered by Plaintiff, the Class, and the Aggrieved Employees, as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

12. At all times mentioned herein, Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of Plaintiff, the Class, and the Aggrieved Employees in the State of California.

13. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff, the Class, and the Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest, and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other Defendants.

#### **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

14. Plaintiff is a California resident who worked for Defendants in the County of Los Angeles, State of California during the statutory period. During the statutory time period, Defendants classified Plaintiff as a non-exempt employee. Plaintiff was typically scheduled to work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked (including minimum wages and overtime wages), failed to provide Plaintiff with uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest

1 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all final  
2 wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish  
3 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for  
4 Defendants was typical and illustrative.

5 16. Throughout the statutory period, Defendants maintained a policy and practice of not  
6 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all  
7 overtime wages. Plaintiff, the Class, and the Aggrieved Employees were required to work off-the-  
8 clock, and uncompensated. For example, Plaintiff, the Class, and the Aggrieved Employees were  
9 required to wait in line in order to clock into work, uncompensated. Also, Plaintiff, the Class, and  
10 the Aggrieved Employees were sometimes interrupted during meal breaks without compensation.  
11 Also throughout the statutory period, Plaintiff, the Class, and the Aggrieved Employees received  
12 nondiscretionary bonuses and other remuneration. However, Defendants failed to incorporate all  
13 remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay,  
14 and sick day rate of pay, leading to underpayment. Also, Defendants failed to include the amount  
15 of available and unused paid sick days in the wage statements.

16 17. Throughout the statutory period, Defendants have wrongfully failed to provide  
17 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.  
18 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved Employees  
19 to work in excess of five consecutive hours a day without providing a 30-minute, continuous and  
20 uninterrupted, duty-free meal period for every five hours of work, or without compensating  
21 Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not provided by the  
22 end of the fifth hour of work or tenth hour of work. Defendants also did not adequately inform  
23 Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal period by the end of  
24 the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work.  
25 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff, the  
26 Class, and the Aggrieved Employees in compliance with California law.

27 18. Throughout the statutory period, Defendants have wrongfully failed to authorize  
28 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest

1 periods. Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved  
2 Employees to work in excess of four consecutive hours a day without Defendants authorizing and  
3 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours  
4 of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and the  
5 Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also did  
6 not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a  
7 rest period. Moreover, Defendants did not have adequate policies or practices permitting or  
8 authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did Defendants  
9 have adequate policies or practices regarding the timing of rest periods. Defendants also did not  
10 have adequate policies or practices to verify whether Plaintiff, the Class, and the Aggrieved  
11 Employees were taking their required rest periods. Further, Defendants did not maintain accurate  
12 records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiff, the  
13 Class, and the Aggrieved Employees took rest periods during the middle of each work period.  
14 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff, the Class,  
15 and the Aggrieved Employees to take rest periods in compliance with California law.

16 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the  
17 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their  
18 duties for Defendants without reimbursement, such as the occasional use of personal cellular  
19 telephones, and the purchase of various items such as locks for lockers which were required to be  
20 used by Plaintiff, the Class, and the Aggrieved Employees.

21 20. Throughout the statutory period, Defendants willfully failed and refused to timely  
22 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all  
23 wages for all minimum wages, overtime wages, meal period premium wages, and rest period  
24 premium wages. Further, Defendants did not pay Plaintiff, the Class, and the Aggrieved Employees  
25 their final paychecks immediately upon termination.

26 21. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,  
27 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable  
28 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages

1 earned for hours worked, correct overtime hours worked, correct wages for meal periods that were  
2 not provided in accordance with California law, correct wages for rest periods that were not  
3 authorized and permitted to take in accordance with California law, and Defendant's address).  
4 Further, the wage statements do not show Defendant's address as required by California law. As a  
5 result of these violations of California Labor Code § 226(a), Plaintiff, the Class, and the Aggrieved  
6 Employees suffered injury because, among other things:

- 7 (a) the violations led them to believe that they were not entitled to be paid  
8 minimum wages, overtime wages, meal period premium wages, and rest  
9 period premium wages to which they were entitled, even though they were  
10 entitled;
- 11 (b) the violations led them to believe that they had been paid the minimum,  
12 overtime, meal period premium, and rest period premium wages, even  
13 though they had not been;
- 14 (c) the violations led them to believe they were not entitled to be paid minimum,  
15 overtime, meal period premium, and rest period premium wages at the  
16 correct California rate, even though they were;
- 17 (d) the violations led them to believe they had been paid minimum, overtime,  
18 meal period premium, and rest period premium wages at the correct  
19 California rate, even though they had not been;
- 20 (e) the violations hindered them from determining the amounts of minimum,  
21 overtime, meal period premium, and rest period premium owed to them;
- 22 (f) in connection with their employment before and during this action, and in  
23 connection with prosecuting this action, the violations caused them to have  
24 to perform mathematical computations to determine the amounts of wages  
25 owed to them, computations they would not have to make if the wage  
26 statements contained the required accurate information;

1 (g) by understating the wages truly due them, the violations caused them to lose  
2 entitlement and/or accrual of the full amount of Social Security, disability,  
3 unemployment, and other governmental benefits; and

4 (h) the wage statements inaccurately understated the wages, hours, and wages  
5 rates to which Plaintiff, the Class, and the Aggrieved Employees were  
6 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid  
7 less than the wages and wage rates to which they were entitled.

8 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in  
9 California Labor Code § 226(e), including actual damages.

10 **CLASS ACTION ALLEGATIONS**

11 22. Plaintiff brings certain claims individually, as well as on behalf of each and all other  
12 persons similarly situated, and thus, seeks class certification under California Code of Civil  
13 Procedure § 382.

14 23. All claims alleged herein arise under California law for which Plaintiff seeks relief  
15 authorized by California law.

16 24. The proposed Class consists of and is defined as:

17 All persons who worked for any Defendant in California as an hourly, non-  
18 exempt employee at any time during the period beginning four years before the  
19 filing of the initial complaint in this action and ending when notice to the Class  
is sent.

20 25. At all material times, Plaintiff was a member of the Class.

21 26. Plaintiff undertakes this concerted activity to improve the wages and working  
22 conditions of all Class Members.

23 27. There is a well-defined community of interest in the litigation and the Class is  
24 readily ascertainable:

25 (a) Numerosity: The members of the Class (and each subclass, if any) are so  
26 numerous that joinder of all members would be unfeasible and impractical.  
27 The membership of the entire Class is unknown to Plaintiff at this time,  
28

1                   however, the Class is estimated to be greater than 100 individuals and the  
2                   identity of such membership is readily ascertainable by inspection of  
3                   Defendants' records.

4                   (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect  
5                   the interests of each Class Member with whom there is a shared, well-  
6                   defined community of interest, and Plaintiff's claims (or defenses, if any)  
7                   are typical of all Class Members' claims as demonstrated herein.

8                   (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect  
9                   the interests of each Class Member with whom there is a shared, well-  
10                  defined community of interest and typicality of claims, as demonstrated  
11                  herein. Plaintiff has no conflicts with or interests antagonistic to any Class  
12                  Member. Plaintiff's attorneys, the proposed Class Counsel, are versed in the  
13                  rules governing class action discovery, certification, and settlement.  
14                  Plaintiff has incurred, and throughout the duration of this action will  
15                  continue to incur, costs and attorneys' fees that have been, are, and will be  
16                  necessarily expended for the prosecution of this action for the substantial  
17                  benefit of each Class Member.

18                  (d) Superiority: A Class Action is superior to other available methods for the  
19                  fair and efficient adjudication of the controversy, including consideration of:

- 20                   1)     The interests of the members of the Class in individually controlling  
21                   the prosecution or defense of separate actions;  
22                   2)     The extent and nature of any litigation concerning the controversy  
23                   already commenced by or against members of the Class;  
24                   3)     The desirability or undesirability of concentrating the litigation of the  
25                   claims in the particular forum; and  
26                   4)     The difficulties likely to be encountered in the management of a class  
27                   action.

28                  (e) Public Policy Considerations: The public policy of the State of California is

1 to resolve the California Labor Code claims of many employees through a  
2 class action. Indeed, current employees are often afraid to assert their rights  
3 out of fear of direct or indirect retaliation. Former employees are also fearful  
4 of bringing actions because they believe their former employers might  
5 damage their future endeavors through negative references and/or other  
6 means. Class actions provide the class members who are not named in the  
7 complaint with a type of anonymity that allows for the vindication of their  
8 rights at the same time as their privacy is protected.

9 28. There are common questions of law and fact as to the Class (and each subclass, if  
10 any) that predominate over questions affecting only individual members, including without  
11 limitation, whether, as alleged herein, Defendants have:

- 12 (a) Failed to pay Class Members for all hours worked, including minimum  
13 wages, and overtime wages;
- 14 (b) Failed to provide meal periods and pay meal period premium wages to Class  
15 Members;
- 16 (c) Failed to authorize and permit rest periods and pay rest period premium  
17 wages to Class Members;
- 18 (d) Failed to promptly pay all wages due to Class Members upon their discharge  
19 or resignation;
- 20 (e) Failed to maintain accurate records of all hours Class Members worked, and  
21 all meal periods Class Members took or missed;
- 22 (f) Failed to reimburse Class Members for all necessary business expenses; and  
23 (g) Violated California Business & Professions Code §§ 17200, *et. seq.*, as a  
24 result of their illegal conduct as described above.

25 29. This Court should permit this action to be maintained as a class action pursuant to  
26 California Code of Civil Procedure § 382 because:

- 27 (a) The questions of law and fact common to the Class predominate over any  
28 question affecting only individual members;

- 1 (b) A class action is superior to any other available method for the fair and  
2 efficient adjudication of the claims of the members of the Class;
- 3 (c) The members of the Class are so numerous that it is impractical to bring all  
4 members of the class before the Court;
- 5 (d) Plaintiff, and the other members of the Class, will not be able to obtain  
6 effective and economic legal redress unless the action is maintained as a  
7 class action;
- 8 (e) There is a community of interest in obtaining appropriate legal and equitable  
9 relief for the statutory violations, and in obtaining adequate compensation  
10 for the damages and injuries for which Defendants are responsible in an  
11 amount sufficient to adequately compensate the members of the Class for  
12 the injuries sustained;
- 13 (f) Without class certification, the prosecution of separate actions by individual  
14 members of the Class would create a risk of:
- 15 1) Inconsistent or varying adjudications with respect to individual  
16 members of the Class which would establish incompatible standards  
17 of conduct for Defendants; and/or
- 18 2) Adjudications with respect to the individual Class Members which  
19 would, as a practical matter, be dispositive of the interests of other  
20 members not parties to the adjudications, or would substantially  
21 impair or impede their ability to protect their interests, including, but  
22 not limited to, the potential for exhausting the funds available from  
23 those parties who are, or may be, responsible Defendants; and
- 24 (g) Defendants have acted or refused to act on grounds generally applicable to  
25 the Class, thereby making final injunctive relief appropriate with respect to  
26 the Class as a whole.

27 30. Plaintiff contemplates the eventual issuance of notice to the proposed members of  
28 the Class that would set forth the subject and nature of the instant action. Defendants' own business

1 records may be utilized for assistance in the preparation and issuance of the contemplated notices.  
2 To the extent that any further notices may be required, Plaintiff would contemplate the use of  
3 additional techniques and forms commonly used in class actions, such as published notice, e-mail  
4 notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the  
5 Class and deemed necessary and/or appropriate by the Court.

### 6 **FIRST CAUSE OF ACTION**

#### 7 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

8 31. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
9 foregoing paragraphs of this Complaint.

10 32. “Hours worked” is the time during which an employee is subject to the control of  
11 an employer, and includes all the time the employee is suffered or permitted to work, whether or  
12 not required to do so.

13 33. At all relevant times herein mentioned, Defendants knowingly failed to pay to  
14 Plaintiff and the Class compensation for all hours they worked. By their failure to pay  
15 compensation for each hour worked as alleged above, Defendants willfully violated the provisions  
16 of California Labor Code § 1194 and any additional applicable IWC Wage Orders, which require  
17 such compensation to non-exempt employees.

18 34. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all  
19 non-overtime hours worked for Defendants.

20 35. By and through the conduct described above, Plaintiff and the Class have been  
21 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

22 36. By virtue of Defendants’ unlawful failure to pay additional compensation to  
23 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class  
24 suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff  
25 and the Class, but which exceed the jurisdictional minimum of this Court, and which will be  
26 ascertained according to proof at trial.

37. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

38. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

39. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to pay those wages twice a month.

40. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

## **SECOND CAUSE OF ACTION**

**(Against all Defendants for Failure to Pay Overtime Wages)**

41. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

42. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

43. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

44. At all times relevant hereto, Plaintiff and the Class have worked more than eight hours in a workday, as employees of Defendants.

1           45. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class  
2 overtime compensation for the hours they have worked in excess of the maximum hours  
3 permissible by law as required by California Labor Code §§ 510 and 1198. Plaintiff and the Class  
4 are regularly required to work overtime hours.

5           46. By virtue of Defendants' unlawful failure to pay additional premium rate  
6 compensation to Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class  
7 have suffered, and will continue to suffer, damages in amounts which are presently unknown to  
8 them but which exceed the jurisdictional minimum of this Court and which will be ascertained  
9 according to proof at trial.

10           47. By failing to keep adequate time records required by California Labor Code §  
11 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation  
12 due to Plaintiff and the Class.

13           48. Plaintiff and the Class also request recovery of overtime compensation according to  
14 proof, interest, attorneys' fees, and costs pursuant to California Labor Code § 1194(a), as well as  
15 the assessment of any statutory penalties against Defendants, in a sum as provided by the California  
16 Labor Code and/or other statutes.

17           49. California Labor Code § 204 requires employers to provide employees with all  
18 wages due and payable twice a month. The applicable IWC Wage Orders also provide that every  
19 employer shall pay to each employee, on the established payday for the period involved, overtime  
20 wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff  
21 and the Class with all compensation due, in violation of California Labor Code § 204.

### 22                                   **THIRD CAUSE OF ACTION**

#### 23                                   **(Against All Defendants for Failure to Provide Meal Periods)**

24           50. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
25 foregoing paragraphs of this Complaint.

26           51. Under California law, Defendants have an affirmative obligation to relieve Plaintiff  
27 and the Class of all duty in order to take their first daily meal periods no later than the start of  
28 Plaintiff and the Class's sixth hour of work in a workday, and to take their second meal periods no

1 later than the start of the eleventh hour of work in the workday. California Labor Code § 512 and  
2 Section 11 of the applicable IWC Wage Orders require that an employer provide unpaid meal  
3 periods of at least 30 minutes for each five-hour period worked. It is a violation of California Labor  
4 Code § 226.7 for an employer to require any employee to work during any meal period mandated  
5 under any IWC Wage Order.

6 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff  
7 and the Class with both meal periods as required by California law. By their failure to permit and  
8 authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that  
9 Defendants made it impossible or impracticable to take these uninterrupted meal periods),  
10 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable  
11 IWC Wage Orders.

12 53. Under California law, Plaintiff and the Class are entitled to be paid one hour of  
13 additional wages for each workday he or she was not provided with all required meal period(s),  
14 plus interest thereon.

#### 15 **FOURTH CAUSE OF ACTION**

##### 16 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

17 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
18 foregoing paragraphs of this Complaint.

19 55. Defendants are required by California law to authorize and permit breaks of 10  
20 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than  
21 two hours). California Labor Code § 512 and the applicable IWC Wage Orders require that the  
22 employer permit and authorize all employees to take paid rest periods of 10 minutes each for each  
23 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes,  
24 the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is  
25 itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7  
26 for an employer to require any employee to work during any rest period mandated under any IWC  
27 Wage Order.

1           56. Despite these legal requirements, Defendants failed to authorize Plaintiff and the  
2 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a workday.  
3 By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above  
4 (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted  
5 rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and  
6 the applicable IWC Wage Orders.

7           57. Under California law, Plaintiff and the Class are entitled to be paid one hour of  
8 premium wages rate for each workday he or she was not provided with all required rest break(s),  
9 plus interest thereon.

#### 10                                   **FIFTH CAUSE OF ACTION**

##### 11                   **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

12           58. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
13 foregoing paragraphs of this Complaint.

14           59. Defendants violated California Labor Code § 2802 and the applicable IWC Wage  
15 Orders, by failing to pay and indemnify Plaintiff and the Class for their necessary expenditures and  
16 losses incurred in direct consequence of the discharge of their duties or of their obedience to  
17 directions of Defendants.

18           60. As a result, Plaintiff and the Class were damaged at least in the amounts of the  
19 expenses they paid, or which were deducted by Defendants from their wages.

20           61. Plaintiff and the Class he represents are entitled to attorneys' fees, expenses, and  
21 costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor  
22 Code § 2802(b).

#### 23                                   **SIXTH CAUSE OF ACTION**

##### 24                   **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 25                                   **Penalties)**

26           62. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
27 foregoing paragraphs of this Complaint.

1           63.     At all times herein set forth, California Labor Code §§ 201 and 202 provide that if  
2 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due  
3 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or  
4 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless  
5 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in  
6 which case the employee is entitled to his or her wages at the time of quitting.

7           64.     Within the applicable statute of limitations, the employment of Plaintiff and many  
8 other members of the Class ended (i.e., was terminated by quitting or discharge), and the  
9 employment of others will be. However, during the relevant time period, Defendants failed, and  
10 continue to fail, to pay terminated Class Members, without abatement, all wages required to be  
11 paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-  
12 two (72) hours of their leaving Defendants' employ.

13           65.     Defendants' failure to pay Plaintiff and those Class Members who are no longer  
14 employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-  
15 two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§  
16 201 and 202.

17           66.     California Labor Code § 203 provides that if an employer willfully fails to pay  
18 wages owed, in accordance with California Labor Code §§ 201 and 202, then the wages of the  
19 employee shall continue as a penalty wage from the due date, and at the same rate until paid or  
20 until an action is commenced; but the wages shall not continue for more than thirty (30) days.

21           67.     Plaintiff and the Class are entitled to recover from Defendants their additionally  
22 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days  
23 maximum pursuant to California Labor Code § 203.

24           68.     Pursuant to California Labor Code §§ 218.5, 218.6, and 1194, Plaintiff and the Class  
25 are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in  
26 this action.

1 **SEVENTH CAUSE OF ACTION**

2 **(Against all Defendants for Failure to Provide and Maintain Accurate and**  
3 **Compliant Wage Records)**

4 69. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
5 foregoing paragraphs of this Complaint.

6 70. At all material times set forth herein, California Labor Code § 226(a) provides that  
7 every employer shall furnish each of his or her employees an accurate itemized wage statement in  
8 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours  
9 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate  
10 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made  
11 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,  
12 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee  
13 and the last four digits of his or her social security number or an employee identification number  
14 other than a social security number, (8) the name and address of the legal entity that is the  
15 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding  
16 number of hours worked at each hourly rate by the employee.

17 71. Defendants have intentionally and willfully failed to provide employees with  
18 complete and accurate wage statements. The deficiencies include, among other things, the failure  
19 to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true  
20 “total hours worked by the employee,” and the failure to list the true net wages earned.

21 72. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and  
22 the Class have suffered injury and damage to their statutorily-protected rights.

23 73. Specifically, Plaintiff and the members of the Class have been injured by  
24 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both  
25 their legal right to receive, and their protected interest in receiving, accurate, itemized wage  
26 statements under California Labor Code § 226(a).

27 74. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and  
28 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a

1 result of having to bring this action to attempt to obtain correct wage information following  
2 Defendants' refusal to comply with many of the mandates of California's Labor Code and related  
3 laws and regulations.

4 75. Plaintiff and the Class are entitled to recover from Defendants their actual damages  
5 caused by Defendants' failure to comply with California Labor Code § 226(a).

6 76. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of  
7 attorneys' fees and costs to ensure compliance with this section, pursuant to California Labor Code  
8 § 226(h).

#### 9 **EIGHTH CAUSE OF ACTION**

10 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**  
11 ***et seq.*)**

12 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
13 foregoing paragraphs of this Complaint.

14 78. Defendants, and each of them, are "persons" as defined under California Business  
15 & Professions Code § 17201.

16 79. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
17 unlawful, and harmful to Plaintiff, other Class Members, and to the general public. Plaintiff seeks  
18 to enforce important rights affecting the public interest within the meaning of California Code of  
19 Civil Procedure § 1021.5.

20 80. Defendants' activities, as alleged herein, are violations of California law, and  
21 constitute unlawful business acts and practices in violation of California Business & Professions  
22 Code §§ 17200, *et seq.*

23 81. A violation of California Business & Professions Code §§ 17200, *et seq.*, may be  
24 predicated on the violation of any state or federal law. All of the acts described herein as violations  
25 of, among other things, the California Labor Code, are unlawful and in violation of public policy;  
26 and in addition are immoral, unethical, oppressive, fraudulent, and unscrupulous, and thereby  
27 constitute unfair, unlawful, and/or fraudulent business practices in violation of California Business  
28 & Professions Code §§ 17200, *et seq.*

1                                   **Failure to Pay Minimum Wages**

2           82.     Defendants' failure to pay minimum wages, and other benefits in violation of the  
3 California Labor Code and the applicable IWC Wage Orders, as alleged above, constitutes unfair,  
4 unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§  
5 17200, *et seq.*

6                                   **Failure to Pay Overtime Wages**

7           83.     Defendants' failure to pay overtime compensation and other benefits in violation of  
8 California Labor Code §§ 510, 1194, and 1198 and the applicable IWC Wage Orders, as alleged  
9 above, constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business &  
10 Professions Code §§ 17200, *et seq.*

11                               **Failure to Maintain Accurate Records of All Hours Worked**

12           84.     Defendants' failure to maintain accurate records of all hours worked in accordance  
13 with California Labor Code § 1174.5 and the applicable IWC Wage Orders, as alleged above,  
14 constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business &  
15 Professions Code §§ 17200, *et seq.*

16                               **Failure to Provide Meal Periods**

17           85.     Defendants' failure to provide meal periods in accordance with California Labor  
18 Code §§ 226.7 and 512 and the applicable IWC Wage Orders, as alleged above, constitutes unfair,  
19 unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§  
20 17200, *et seq.*

21                               **Failure to Authorize and Permit Rest Periods**

22           86.     Defendants' failure to authorize and permit rest periods in accordance with  
23 California Labor Code § 226.7 and the applicable IWC Wage Orders, as alleged above, constitutes  
24 unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code  
25 §§ 17200, *et seq.*

26                               **Failure to Indemnify Necessary Business Expenses**

27           87.     Defendants' failure to indemnify employees for necessary business expenses in  
28 accordance with California Labor Code § 2802 and the applicable IWC Wage Orders, as alleged

above, constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

### **Failure to Provide Accurate Itemized Wage Statements**

88. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

89. By and through their unfair, unlawful, and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money, and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

90. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

91. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful, and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

92. Plaintiff, individually, and on behalf of members of the putative Class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices in the future.

93. Plaintiff, individually, and on behalf of members of the putative Class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which Plaintiff and Class Members suffered as a consequence of Defendants' unfair, unlawful, and/or fraudulent business practices. As a result of the unfair, unlawful, and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and will continue to

1 suffer irreparable harm unless Defendants, and each of them, are restrained from continuing to  
2 engage in said unfair, unlawful, and/or fraudulent business practices.

3 94. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth  
4 herein above, they will continue to avoid paying the appropriate taxes, insurance and other  
5 withholdings.

6 95. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and  
7 putative Class Members are entitled to restitution of the wages withheld and retained by  
8 Defendants during a period that commences four years prior to the filing of this complaint; a  
9 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class  
10 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and  
11 other applicable laws; and an award of costs.

## 12 **NINTH CAUSE OF ACTION**

### 13 **(Against all Defendants for Civil Penalties under the Private Attorneys General Act of** 14 **2004, Cal. Lab. Code §§ 2698, *et seq.*)**

15 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein the  
16 foregoing paragraphs of this Complaint.

17 97. At all times herein mentioned, Defendants were subject to the Labor Code of the State  
18 of California and the applicable IWC Wage Orders.

19 98. California Labor Code § 2699(a) specifically provides for a private right of action to  
20 recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any  
21 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and  
22 Workforce Development Agency ["LWDA"]) or any of its departments, divisions, commissions,  
23 boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered  
24 through a civil action brought by an aggrieved employee on behalf of the employee and other current  
25 or former employees against whom a violation of the same provision was committed pursuant to the  
26 procedures specified in Section 2699.3."

27 99. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code  
28 § 2699.3. On October 18, 2025, he gave written notice by online filing to the LWDA and by certified

1 mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against  
2 Plaintiff and certain current and former Aggrieved Employees, including the facts and theories to  
3 support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-  
4 CM-1132719-25.

5 100. More than 65 days has elapsed since Plaintiff provided notice, but the LWDA has not  
6 indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice.  
7 Accordingly, Plaintiff may commence a civil action to recover penalties under California Labor Code  
8 § 2699, pursuant to California Labor Code § 2699.3, for the violations of the Labor Code described  
9 in this Complaint. These penalties include, without limitation, penalties under California Labor Code  
10 §§ 210, 226.3, 558, and 2699(f)(2).

11 101. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor  
12 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,  
13 employing labor who willfully fails to maintain accurate and complete records required by California  
14 Labor Code § 1174 is subject to a penalty under California Labor Code § 1174.5. Pursuant to the  
15 applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the  
16 employee begins and ends each work period. Meal periods and total hours worked daily shall also  
17 be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall  
18 keep total hours worked in the payroll period and applicable rates of pay.

19 102. During the time period of employment for Plaintiff and the Aggrieved Employees,  
20 Defendants failed to maintain records pursuant to the California Labor Code and applicable IWC  
21 Orders by failing to maintain accurate records showing meal periods. Defendants' failure to provide  
22 and maintain records required by the California Labor Code and applicable IWC Wage Orders  
23 deprived Plaintiff and the Aggrieved Employees the ability to know, understand, and question the  
24 accuracy and frequency of meal periods. Therefore, Plaintiff and the Aggrieved Employees had no  
25 way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic  
26 enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered,  
27 and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest  
28 on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform

1 its obligation under state law, all to their respective damage in amounts according to proof at trial.  
2 Because of Defendants' knowing failure to comply with the California Labor Code and applicable  
3 IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they  
4 were prevented from knowing, understanding, and disputing the wage payments paid to them.

5 103. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of  
6 civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of  
7 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown  
8 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

9 104. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs pursuant  
10 to California Labor Code § 2699(k)(1), which states, "Any employee who prevails in any action shall  
11 be entitled to an award of reasonable attorney's fees and costs."

#### 12 **PRAYER FOR RELIEF**

13 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the  
14 Class and PAGA claims, prays for relief and judgment against Defendants, jointly and severally,  
15 as follows:

#### 16 **Class Certification**

- 17 1. That this action be certified as a class action with respect to the First, Second, Third,  
18 Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;  
19 2. That Plaintiff be appointed as the representative of the Class; and  
20 3. That counsel for Plaintiff be appointed as Class Counsel.

#### 21 **As to the First Cause of Action**

- 22 4. That the Court declare, adjudge, and decree that Defendants violated California  
23 Labor Code §§ 204 and 1194 and the applicable IWC Wage Orders by willfully failing to pay all  
24 minimum wages due;  
25 5. For general unpaid wages as may be appropriate;  
26 6. For pre-judgment interest on any unpaid compensation commencing from the date  
27 such amounts were due;  
28 7. For liquidated damages;

1           8.     For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
2 California Labor Code § 1194(a); and

3           9.     For such other and further relief as the Court may deem equitable and appropriate.

4                               As to the Second Cause of Action

5           10.    That the Court declare, adjudge, and decree that Defendants violated California  
6 Labor Code §§ 510 and 1198 and the applicable IWC Wage Orders by willfully failing to pay all  
7 overtime wages due;

8           11.    For general unpaid wages at overtime wage rates as may be appropriate;

9           12.    For pre-judgment interest on any unpaid overtime compensation commencing from  
10 the date such amounts were due;

11          13.    For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
12 California Labor Code § 1194(a); and

13          14.    For such other and further relief as the Court may deem equitable and appropriate.

14                               As to the Third Cause of Action

15          15.    That the Court declare, adjudge, and decree that Defendants violated California  
16 Labor Code §§ 226.7 and 512 and the applicable IWC Wage Orders;

17          16.    For unpaid meal period premium wages as may be appropriate;

18          17.    For pre-judgment interest on any unpaid compensation commencing from the date  
19 such amounts were due;

20          18.    For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,  
21 and for costs of suit incurred herein; and

22          19.    For such other and further relief as the Court may deem equitable and appropriate.

23                               As to the Fourth Cause of Action

24          20.    That the Court declare, adjudge, and decree that Defendants violated California  
25 Labor Code §§ 226.7 and 558 and the applicable IWC Wage Orders;

26          21.    For unpaid rest period premium wages as may be appropriate;

27          22.    For pre-judgment interest on any unpaid compensation commencing from the date  
28 such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 and the applicable IWC Wage Orders;

26. For general unpaid wages and reimbursement of business expenses as may be appropriate;

27. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

31. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

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

33. For reasonable attorneys' fees and for costs of suit incurred herein; and

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

35. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and the applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

36. For penalties and actual damages pursuant to California Labor Code § 226(e);

1           37.     For injunctive relief to ensure compliance with this section, pursuant to California  
2 Labor Code § 226(h);

3           38.     For reasonable attorneys' fees and for costs of suit incurred herein; and

4           39.     For such other and further relief as the Court may deem equitable and appropriate.

5                               As to the Eighth Cause of Action

6           40.     That the Court declare, adjudge, and decree that Defendants violated California  
7 Business & Professions Code §§ 17200, *et seq.*, by failing to pay wages for all hours worked  
8 (including minimum and overtime wages), failing to provide meal periods, failing to maintain  
9 accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain  
10 accurate records of all hours worked and meal periods, failing to furnish accurate wage statements,  
11 and failing to indemnify necessary business expenses;

12          41.     For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment  
13 interest from the day such amounts were due and payable;

14          42.     For the appointment of a receiver to receive, manage, and distribute any and all  
15 funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants  
16 as a result of violations of California Business & Professions Code §§ 17200, *et seq.*;

17          43.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
18 California Code of Civil Procedure § 1021.5;

19          44.     For injunctive relief to ensure compliance with this section, pursuant to California  
20 Business & Professions Code §§ 17200, *et seq.*; and

21          45.     For such other and further relief as the Court may deem equitable and appropriate.

22                               As to the Ninth Cause of Action

23          46.     That the Court declare, adjudge, and decree that Defendants violated the California  
24 Labor Code by failing to pay all wages owed, including minimum, straight time, regular, overtime  
25 double time, sick pay, and/or vacation pay wages, failing to provide meal periods, failing to maintain  
26 accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse  
27 necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate  
28 wage statements;

1           47.     For all civil penalties pursuant to California Labor Code §§ 2698, *et seq.*, and all other  
2 applicable California Labor Code provisions, on behalf of Plaintiff, the State of California, and all  
3 Aggrieved Employees;

4           48.     Pre-judgment and post-judgment interest at the maximum rate allowed;

5           49.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to California  
6 Labor Code § 2699;

7           50.     Injunctive and declaratory relief to the extent allowed by PAGA; and

8           51.     For such other and further relief as the Court may deem equitable and appropriate.

9                                 As to All Causes of Action

10          52.     For any additional relief that the Court deems just and proper.

11  
12 Dated: January 2, 2026

Respectfully submitted,

13 MOON LAW GROUP, PC

14 By:   
15 Kane Moon  
16 Allen Feghali  
17 Charlotte Mikat-Stevens  
Attorneys for Plaintiff

18                                 **DEMAND FOR JURY TRIAL**

19 Plaintiff demands a trial by jury as to all causes of action triable by jury.

20  
21 Dated: January 2, 2026

MOON LAW GROUP, PC

22 By:   
23 Kane Moon  
24 Allen Feghali  
25 Charlotte Mikat-Stevens  
26 Attorneys for Plaintiff  
27  
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
3 ) ss  
4 COUNTY OF LOS ANGELES )

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not  
6 a party to the within action; my business address is 725 S Figueroa St., 31<sup>st</sup> Floor, Los Angeles, California  
7 90017. On **January 2, 2026**, I served the foregoing document described as:

8 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

9 X by placing \_\_\_ the original X a true copy thereof enclosed in sealed envelope(s) addressed as  
10 follows:

**CSC Lawyers Incorporating Service**  
Maddie Bright  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

**CSC Lawyers Incorporating Service**  
Rebecca Vang  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

*Authorized person to accept service of process  
for NEWEGG, INC. and NEWEGG NORTH  
AMERICA, INC.*

*Authorized person to accept service of process for  
Newegg Logistics Services Inc.*

**United States Corporation Agents, Inc.**  
Angie Ramirez  
500 North Brand Boulevard, Suite 890  
Glendale, CA 91203

*Authorized person to accept service of process  
for INTEGRITY SOLUTIONS, LLC*

16 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope  
17 was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of  
18 collection and processing correspondence for mailing. Under that practice it would be deposited  
19 with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles,  
20 California in the ordinary course of business. I am aware that on motion of the party served,  
service is presumed invalid if postal cancellation date or postage meter date is more than one day  
after date of deposit for mailing in affidavit.

21 X (State) I declare under penalty of perjury under the laws of the State of California that  
22 the above is true and correct.

23 Executed on **January 2, 2026**, at Los Angeles, California.

24 Irvin Rios  
25 Name

26   
27 Signature