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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

RHEAMAE AGDEPPA, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

C & J CLARK AMERICA, INC., a
Massachusetts Corporation; C & J CLARK
RETAIL, INC., a Massachusetts Corporation;
and DOES 1-50, inclusive.

Defendants.

CASE NO.: **26CV165844**

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

(1) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

01/21/2026 at 02:21:23 PM

By: Andrel Gospel,
Deputy Clerk

1 Plaintiff Rheamae Agdeppa (“Plaintiff”), on behalf of herself and all other similarly situated
2 aggrieved employees, alleges and complains of Defendants C & J Clark America, Inc. and/or C & J
3 Clark Retail, Inc. and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendants retail footwear products online. They offer boots, clogs, slippers, and
6 sandals, as well as provide accessories such as handbags, wallets, and briefcases.

7 2. Plaintiff brings this PAGA representative action solely on behalf of the State of
8 California against Defendants for alleged violations of the California Labor Code.

9 3. **Plaintiff does not seek to recover anything other than penalties as permitted by**
10 **California Labor Code § 2699.**

11 4. As set forth below, Plaintiff alleges that Defendants failed to pay for all hours worked
12 due to their failure to record and pay for all time worked off the clock. Plaintiff further alleges that
13 Defendants failed to pay all overtime and sick pay compensation at the proper legal rates by failing
14 to properly calculate the “regular rate of pay.” Moreover, Plaintiff alleges that Defendants’ meal and
15 rest period policies and practices failed to allow and permit aggrieved employees to take all compliant
16 and timely meal and rest periods or pay premium wages at the “regular rate of pay” in lieu thereof.
17 Plaintiff further alleges that Defendants failed to provide aggrieved employees with accurate written
18 itemized wage statements in violation of Labor Code § 226(a), failed to reimburse all necessary
19 business expenses incurred, and failed to timely pay all final wages upon separation of employment
20 in violation of Labor Code §§ 201-203.

21 **JURISDICTION**

22 5. Plaintiff, on behalf of the State of California, brings this representative action pursuant
23 to Labor Code § 2699, *et seq.*, seeking penalties for Defendants’ violation of California Labor Code
24 §§ 201-203, 204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194,
25 1197.1, 1199, 2802-2804, and applicable Industrial Welfare Commission Wage Orders (“Wage
26 Orders”).

27 6. Based upon the foregoing, Plaintiff and all aggrieved employees are aggrieved
28 employees within the meaning of Labor Code §2699, *et seq.*

7. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the State of California so as to render the exercise of jurisdiction over them by California courts consistent with the traditional notions of fair play and substantial justice.

VENUE

8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in the County of Alameda. Defendants own, maintain offices, transact business, have an agent or agents within the County of Alameda, and/or otherwise are found within the County of Alameda, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

9. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California resident residing in the State of California.

10. Plaintiff is informed, believes, and alleges that Defendants are authorized to do business within the County of Alameda and is and/or was the legal employer of Plaintiff and the aggrieved employees during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein and has been deprived of the rights guaranteed to her by California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199, 2802-2804, and the California Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

11. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in the State of California, County of Alameda.

12. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or

1 corporate, were responsible in some manner for the acts and omissions alleged herein, and
2 proximately caused Plaintiff and the aggrieved employees to be subject to the unlawful employment
3 practices alleged herein.

4 13. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
5 herein, Defendants were and are the employers of Plaintiff and all aggrieved employees. At all times
6 herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to
7 have been done by the named Defendants. Furthermore, the Defendants, and each of them, were the
8 agents, servants, and employees of each and every one of the other Defendants, as well as the agents
9 of all Defendants, and at all times herein mentioned, were acting within the course and scope of said
10 agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise
11 ratified each and every one of the acts or omissions complained of herein.

12 14. At all times mentioned herein, Defendants, and each of them, were members of and
13 engaged in a joint venture, partnership, and common enterprise and acting within the course and
14 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
15 alleges that all Defendants were joint employers for all purposes of Plaintiff and all aggrieved
16 employees.

17 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

18 15. Defendants retail footwear products online. They offer boots, clogs, slippers, and
19 sandals, as well as provide accessories such as handbags, wallets, and briefcases.

20 16. Plaintiff was employed by Defendants as a non-exempt employee in the role of
21 “Assistant Manager” from September 29, 2025, to November 10, 2025. Based in Livermore,
22 California, Plaintiff was responsible for a variety of tasks, including, but not limited to, opening and
23 closing the store, making bank deposits, and providing customer service.

24 17. Alongside Plaintiff, other aggrieved employees, including but not limited to Retail
25 Sales Associate, Assistant Manager, Team Lead, and Cashier, played a critical role in supporting
26 Defendants’ daily operations and overall success across California.

27 18. Plaintiff and other aggrieved employees were responsible for a wide range of tasks
28 critical to Defendants’ operations, such as installing, processing transactions, managing inventory,

1 providing customer service, and overall retailer services. Their work ensured the effective operation
2 of Defendants' assets. Despite the essential nature of their contributions, Plaintiff and other aggrieved
3 employees allege that Defendants failed to comply with California Labor Code, including but not
4 limited to proper wage payment and provision of meal and rest periods, as set forth below.

5 19. At all relevant times, Plaintiff and other aggrieved employees regularly worked
6 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.
7 Plaintiff alleges that other aggrieved employees were also subjected to the same policies, procedures,
8 practices, working conditions, and corresponding wage and hour violations to which she was
9 subjected during her employment.

10 20. First, at all relevant times, Defendants have consistently failed to accurately record
11 and pay for all time worked, including the time aggrieved employees were under the employer's
12 control. This included a policy and practice of failing to properly record the time worked by aggrieved
13 employees, including all time spent working off the clock. As a result of this company-wide
14 policy/practice, Plaintiff and other aggrieved employees are not compensated for all the hours that
15 they work and all of the overtime hours they work, in violation of Labor Code §§ 204, 210, 510,
16 1194, 1197.1, 1199, and applicable Wage Orders.

17 21. As a result, over a period of time, Plaintiff and other aggrieved employees were not
18 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
19 and applicable Wage Orders. Additionally, due to the unlawful timekeeping policy/practices, Plaintiff
20 and other aggrieved employees were not properly paid at the correct overtime rate for hours worked
21 in excess of eight hours per shift in violation of Labor Code § 510.

22 22. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
23 by an applicable state or local law or by an order of the commission a civil penalty, restitution of
24 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
25 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
26 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
27 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
28 underpaid regardless of whether the initial violation was intentionally committed.

1 23. Labor Code § 510 requires an employer to compensate an employee who works more
2 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
3 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
4 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
5 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
6 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
7 applicable Wage Orders, aggrieved employees shall not be employed more than eight (8) hours in
8 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
9 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

10 24. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
11 aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510,
12 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2), and for
13 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

14 25. Furthermore, at all relevant times, Plaintiff and other aggrieved employees worked
15 regular shifts that lasted longer than 8.0 hours in a workday and resulted in aggrieved employees
16 regularly working more than 40 hours in a workweek. However, Defendants uniformly failed to
17 properly calculate and pay overtime wages at the proper legal rate due to Defendants' failure to
18 include all forms of compensation/remuneration, including, but not limited to, stipends, shift pay,
19 non-discretionary bonuses, commissions, incentives, and all other forms of remuneration in
20 calculating the "regular rate of pay" for purposes of overtime compensation.

21 26. Under the California Labor Code (as well as the FLSA), courts have consistently held
22 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
23 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
24 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
25 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
26 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California
27 and federal law on the grounds that Defendants improperly calculated overtime by excluding annual
28 bonuses paid to employees from the "regular rate of compensation"]; see *Walling v. Youngerman-*

1 *Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. (“The regular rate by its very nature must reflect
2 all payments which the parties have agreed shall be received regularly during the workweek,
3 exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact.
4 Once the parties have decided upon the amount of wages and the mode of payment, the determination
5 of the regular rate becomes a matter of mathematical computation, the result of which is unaffected
6 by any designation of a contrary ‘regular rate’ in the contracts.”); see also 29 CFR §§ 778.110
7 (“production bonus”) and 778.111 (“piece-rate”).

8 27. Labor Code § 510 requires an employer to compensate an employee who works more
9 than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0)
10 hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular
11 rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less
12 than twice the regular rate of pay when an employee works more than twelve (12.0) hours in a
13 workday or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section
14 3 of the applicable Wage Orders, aggrieved employees shall not be employed more than eight (8.0)
15 hours in any workday or more than 40.0 hours in any workweek unless the employee receives one
16 and one-half (1 1/2) times such employee’s regular rate of pay for all hours worked over 40 hours in
17 the workweek.

18 28. By their policy of requiring Plaintiff and the other aggrieved employees to work in
19 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
20 them at the lawful rate of one-half (1 1/2) their “regular rate of pay,” Defendants willfully violated
21 the provisions of Labor Code § 510 and the applicable Wage Orders.

22 29. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
23 aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510,
24 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2), and for
25 attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

26 30. Similarly, at all relevant times, Defendants also failed in their obligation to provide
27 Plaintiff and other aggrieved employees the legally required paid sick days at the legal rate pursuant
28 to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1, 2015, works

1 in California for the same employer for 30 or more days within a year from the commencement of
2 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
3 worked, beginning at the commencement of employment.” Labor Code § 246(l)(1) provides that paid
4 sick time for aggrieved employees must be “calculated in the same manner as the regular rate of pay
5 for the workweek in which the employee uses paid sick time, whether or not the employee actually
6 works overtime in that workweek.”

7 31. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
8 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
9 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
10 requires employers to “provide an employee with written notice that sets forth the amount of paid
11 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
12 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
13 on the designated pay date with the employee’s payment of wages.”

14 32. Here, at all relevant times, Defendants failed in its obligation to provide Plaintiff and
15 other aggrieved employees the legally required paid sick days at the legal rate, including all forms of
16 compensation, pursuant to Labor Code §§ 246(a), (b). As such, Defendants paid sick time below the
17 “regular rate of pay” as required by Labor Code §§ 246(l) (1-2). Based on the foregoing Labor Code
18 violations, Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code
19 § 2699(f)(2), and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

20 33. Moreover, at all relevant times, Plaintiff and other aggrieved employees were denied
21 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
22 Defendants’ uniform meal period policies/practices, operational requirements, and work demands,
23 Plaintiff and other aggrieved employees often could not take timely and uninterrupted net 30-minute
24 first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other aggrieved
25 employees worked more than 10.0 hours in a shift, they were not allowed and permitted to take a
26 mandated second meal period before the end of the tenth hour of work in violation of the Labor Code
27 and applicable Wage Orders. Indeed, Plaintiff’s and other aggrieved employees’ meal periods were
28 often interrupted and/or lasted fewer than 30 minutes due to Defendants’ meal period

1 policies/procedures, operational requirements, and work demands.

2 34. In addition, for each missed or non-compliant meal period, Defendants failed and
3 continues to fail to maintain a mechanism by which aggrieved employees were paid meal period
4 premiums at the “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
5 5th 858 and Labor Code § 226.7.

6 35. Accordingly, due to Defendants’ uniform meal period practices, aggrieved employees
7 were also regularly denied legally compliant meal periods in violation of Labor Code §§ 226.7, 510,
8 516, and applicable Wage Orders, and would be entitled to penalties under Labor Code § 2698 *et seq.*

9 36. Next, at all relevant times, Plaintiff and other aggrieved employees were not provided
10 with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due to
11 Defendants’ uniform rest period policies/practices, operational requirements and work demands. As
12 a result, Plaintiff and other aggrieved employees were and are often unable to take a net 10-minute
13 duty-free rest period for every major fraction of four hours worked. This includes a second rest period
14 for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in a workday.

15 37. By not relieving all aggrieved employees of all duties during rest periods, Defendants
16 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
17 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
18 duties and relinquish control over how employees spend their time.”] (Emphasis added). In *Augustus*,
19 the California Supreme Court expressly rejected the employer’s assertion that it could provide an on-
20 duty rest period to employees who worked as security guards and further explained: “that employers
21 [must] relinquish any control over how employees spend their break time and relieve their employees
22 of all duties.” *Id.* at 273. Each time aggrieved employees could not take a compliant rest period;
23 Defendants failed and continues to fail to adequately pay rest period premium payments at the
24 “regular rate of pay” as required by Labor Code § 226.7.

25 38. Accordingly, due to Defendants’ uniform rest period policies/practices, aggrieved
26 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
27 512, and applicable Wage Orders, and would be entitled to penalties under Labor Code § 2698 *et seq.*

1 39. As a result of Defendants’ failure to pay Plaintiff and other aggrieved employees for
2 all hours they were subject to the control of Defendant, including all minimum, overtime and sick
3 pay wages, and Defendants’ failure to pay all meal and rest period premiums at the “regular rate of
4 pay,” Defendants issued wage statements which failed to identify the gross wages earned accurately,
5 the total hours worked, the net wages earned, and the correct corresponding number of hours worked
6 at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

7 40. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
8 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
9 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
10 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
11 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

12 41. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
13 aggrieved employees may also recover Labor Code § 226.3 penalties for Defendants’ violations of
14 Labor Code § 226(a). Consequently, because Defendants failed to comply with Labor Code § 226(a),
15 Plaintiff and other aggrieved employees would be entitled to recover penalties under Labor Code §
16 226(e) and/or 2698 *et seq.*

17 42. Furthermore, because Defendants failed to pay all minimum, overtime, and sick pay
18 wages, and meal and rest period premiums at the “regular rate of pay,” Defendants also failed and
19 continues to fail to pay Plaintiff and other aggrieved employees all wages owed at their time of
20 separation from employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees
21 would be entitled to recover waiting time penalties under Labor Code §§ 201-203 and/or 2698 *et seq.*

22 43. Finally, at all relevant times, Defendants required Plaintiff and other aggrieved
23 employees to incur necessary expenses for work-related purposes but did not reimburse aggrieved
24 employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804.
25 Here, Defendants uniformly failed to reimburse aggrieved employees for the necessary costs incurred
26 in discharging their duties. (*See Cochran v. Schwan’s Home Service, Inc.*, (2014) 228 Cal.App.4th
27 1137, 1144 “[i]f an employee is required to make work-related calls on a personal cell phone, then
28 he or she is incurring an expense for the purposes of section 2802. It does not matter whether the

1 phone bill is paid for by a third person or at all...To show liability under section 2802, an employee
2 needs only to show that he or she was required to use a personal cell phone to make work-related
3 calls, and he or she was not reimbursed”].) Accordingly, due to Defendants’ uniform failure to
4 adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2802-2804
5 and applicable Wage Orders. Plaintiff and other aggrieved employees would be entitled to civil
6 penalties under Labor Code § 2698 *et seq.*

7 **FIRST CAUSE OF ACTION**

8 **PRIVATE ATTORNEYS GENERAL ACT**

9 **(Plaintiff and Similarly Aggrieved Employees Against All Defendants)**

10 44. Plaintiff re-alleges and incorporates by reference each and every allegation outlined
11 in the preceding paragraphs.

12 45. Defendants have committed several Labor Code violations against Plaintiff and other
13 similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code
14 § 2698 *et seq.*, acting on behalf of the State of California, brings this representative action against
15 Defendants to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and
16 the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but
17 not limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per employee
18 per pay period for those violations of the Labor Code for which no civil penalty is specifically
19 provided based on the following Labor Code violations:

- 20 a) Defendants’ failure to record and pay for all hours worked;
- 21 b) Defendants’ failure to pay all overtime wages at the “regular rate of pay” because
22 Defendants failed to include all forms of compensation, including, but not limited to, shift differential,
23 commissions, incentives, non-discretionary bonuses, and other forms of remuneration;
- 24 c) Defendants’ failure to pay all sick pay at the “regular rate of pay”;
- 25 d) Defendants’ failure to allow and permit legally compliant meal periods or compensation
26 at the “regular rate of pay” in lieu thereof;
- 27 e) Defendants’ failure to allow and permit legally compliant rest periods or compensation
28 at the “regular rate of pay” in lieu thereof;

1 f) Defendants' failure to furnish legally compliant wage statements pursuant to Labor
2 Code § 226(a);

3 g) Defendants' failure to pay final wages to aggrieved employees in a timely manner at the
4 time of separation from employment was unlawful; and

5 h) Defendants' failure to reimburse aggrieved employees for all necessary business
6 expenses in violation of Labor Code §§ 2802-2804.

7 46. On or about November 17, 2025, Plaintiff notified Defendants C & J Clark America,
8 Inc. and/or C & J Clark Retail, Inc. (collectively, "Defendants") via certified mail and the California
9 Labor and Workforce Development Agency ("LWDA") via its website of Defendants' violations of
10 the California Labor Code § 2698 *et. seq.* with respect to violations of the California Labor Code
11 identified in Paragraph 45 (a)-(h). Now that sixty-five days (65) have passed from Plaintiff notifying
12 Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing
13 a claim under the Private Attorneys General Act with respect to these violations.

14 47. Plaintiff was compelled to retain the services of counsel to file this court action to
15 protect her interests and the interests of other similarly aggrieved employees and to assess and collect
16 the civil penalties owed by Defendants. Plaintiff has, therefore, incurred attorneys' fees and costs,
17 which she is entitled to receive under California Labor Code § 2698 *et seq.*

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff prays for judgment for herself and all others on whose behalf this
20 suit is brought against Defendants, as follows:

21 1. Upon the First Cause of Action, for civil penalties due to similarly aggrieved
22 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
23 including, but not limited to: (1) \$100 for each initial violation and \$200 for each subsequent violation
24 per employee per pay period for those violations of the Labor Code for which no civil penalty is
25 specifically provided under the Labor Code;

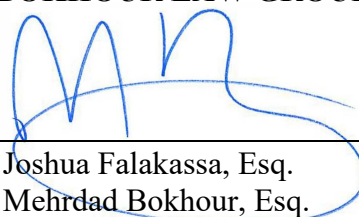
26 2. For attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194, Code
27 of Civil Procedure § 1021.5; and

28 3. For such other relief that the Court may deem just and proper.

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Dated: January 21, 2026

FALAKASSA LAW, P.C.
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