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MARCOS AREVALO

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

MARCOS AREVALO, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

OUTFRONT MEDIA LLC, a Delaware
Limited Liability Company; and DOES 1
through 100, inclusive,
Defendants.

CASE NO. 25STCV38794
*[Assigned for ALL Purposes to Honorable
Judge David S. Cunningham III – Dept. 11]*

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

- (1) OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 510 1194, 1198)
- (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197)
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512);
- (4) FAILURE TO REIMBURSE
NECESSARY BUSINESS
EXPENSES
- (5) WAGE STATEMENT PENALTIES
(LABOR CODE § 226)
- (6) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203)
- (7) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*)
- (8) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 516);
- (9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*)

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Marcos Arevalo (hereinafter “Plaintiff”) on behalf of himself, the State of
2 California, and all others similarly situated, hereby brings this First Amended Class and
3 Representative Action Complaint against Defendant Outfront Media LLC, and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 class action for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200, *et. seq.*, Labor Code §§ 201-203, 226, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2,
9 1197, 1198, 2698 *et seq.*, 2802, 2804, and Industrial Welfare Commission Wage Order No. 4
10 (“Wage Order 4”), in addition to seeking declaratory relief and restitution. This class action is
11 brought pursuant to California Code of Civil Procedure section 382. This Court has jurisdiction
12 over Defendants’ violations of the California Labor Code because the amount in controversy
13 exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have
18 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
19 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
20 service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident. During the four years immediately preceding
24 the filing of the Complaint in this action and within the statute of limitations periods applicable
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
26 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
27 herein, lost money and/or property, and has been deprived of the rights guaranteed by California
28 Labor Code §§ 201-203, 226, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et*

1 *seq.*, 2802, 2804, California Business and Professions Code § 17200 *et seq.* (Unfair Competition),
2 and Wage Order 4, which sets employment standards for professional, technical, clerical,
3 mechanical, and similar occupations.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
6 do) business by providing outdoor advertising services, and employed Plaintiff and other,
7 similarly-situated non-exempt employees within Los Angeles County and the State of California
8 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

9 5. Plaintiff does not know the true names or capacities, whether individual, partner,
10 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
11 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
12 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
13 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
14 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
15 and proximately caused Plaintiff and the Classes to be subject to the unlawful employment
16 practices, wrongs, injuries and damages complained of herein.

17 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
18 herein, Defendants were and are the employers of Plaintiff and all members of the Classes (as
19 defined in Paragraph 17).

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

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

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
3 Members, (as defined in Paragraph 17).

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Plaintiff is informed and believes and based thereon alleges that Defendants are in
6 the business of providing outdoor advertising services.

7 10. Plaintiff was employed by Defendants as a non-exempt Sales Coordinator
8 employee based out of Defendants' Los Angeles, California office from approximately November
9 2022 through approximately October 10, 2025. Throughout his employment with Defendants,
10 Plaintiff was responsible for supporting the sales including handling administrative, coordination,
11 and communication tasks as necessary to help teams meet goals. Throughout his employment
12 with Defendants, Plaintiff generally worked five days per week, including three days per week in
13 Defendants' office, during shifts generally starting from approximately 7:00 a.m. until
14 approximately 4:00 p.m. or later.

15 11. During the relevant period, Plaintiff and, on information and belief, other non-
16 exempt employees received various forms of non-discretionary pay, such as "Restricted Stock
17 Vest" pay and/or "Restricted Stock Dividend" pay and/or other forms of pay, which are not
18 excludable under California law when calculating an employee's regular rate (hereinafter the
19 aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendants'
20 payment of Incentive Pay to Plaintiff and, on information and belief, other non-exempt
21 employees, Defendants' payroll policy/practice failed to include all forms of Incentive Pay when
22 calculating their regular rate of pay, thereby causing Plaintiff and, on information and belief, other
23 non-exempt employees to be underpaid all their required overtime wages. Rather, Plaintiff and,
24 on information and belief, other non-exempt employees were only paid one and a half times their
25 base rate, which was not equal to the regular rate, as Defendants failed to include the various
26 forms of Incentive Pay earned during corresponding periods that were required to be included in
27 the regular rate.

28 12. During the relevant time period, Defendants utilized a timekeeping policy/practice

1 of requiring Plaintiff and, on information and belief, other non-exempt employees to punch-in
2 and punch-out of Defendants' timekeeping system upon their arrival to work, at the start and end
3 of their meal periods, and upon their departure from work using a Dayforce app on their personal
4 cell phones, and the timestamp from each punch-in/out would be treated as the employee's exact
5 clock-in/out time. Upon information and belief, Defendants also maintained a policy and/or
6 practice of time rounding and/or time shaving employees' hours worked to the nearest quarter-
7 hour or tenth of an hour ("Time Rounding Policy") such that Plaintiff and, on information and
8 belief, other non-exempt employees were not compensated for all hours actually worked. Plaintiff
9 and, on information and belief, other non-exempt employees are therefore owed unpaid minimum
10 wages, and unpaid overtime wages for the hours during which they worked but received no
11 compensation as a result of Defendants' policy and/or practice of time rounding and/or time
12 shaving. *See Camp v. Home Depot U.S.A., Inc.*, 84 Cal. App. 5th 638, 660 (2022) ("employer
13 must pay the employee for 'all the time' worked" where the employer "has captured the exact
14 amount of time and employee has worked during a shift"); *see also Troester v. Starbucks*
15 *Corporation*, 5 Cal. 5th 829 (2018).

16 13. During the relevant time period, Defendants also failed to provide Plaintiff and, on
17 information and belief, other non-exempt employees an uninterrupted 30-minute off-duty meal
18 period before the end of their fifth hour of work in each shift. Defendants, as a policy and/or
19 practice, required Plaintiff and, on information and belief, other non-exempt employees to perform
20 a large volume of assignments under time deadlines in a single day when they worked in
21 Defendants' office such that it was often impossible for Plaintiff and, on information and belief,
22 other non-exempt employees to stop working to take a 30-minute uninterrupted duty-free meal
23 break before the end of their fifth hour of work. Instead, Plaintiff and, on information and belief,
24 other non-exempt employees were often required to continue working past their fifth hour of work
25 before they could take a meal period, and/or they were often required to interrupt their putative
26 meal periods before the thirty-minute interval and to continue working off-the-clock, resulting in
27 Plaintiff and, on information and belief, other non-exempt employees not receiving legally
28 compliant meal periods and not being compensated for all hours worked. Nonetheless, in the event

1 that a required meal period was not in fact provided, Defendants never paid Plaintiff or, upon
2 information and belief, other non-exempt employees the meal period premiums required by Labor
3 Code § 226.7.

4 14. During the relevant time period, Defendants also maintained policies and/or
5 practices that failed to authorize and permit Plaintiff and, on information and belief, other non-
6 exempt employees to take two full, uninterrupted, off-duty rest periods of net 10 minutes each for
7 every shift lasting six (6) to ten (10) hours, and to take a third full, uninterrupted, off-duty rest
8 period of net 10 minutes for every shift lasting more than ten (10) hours, and failed to make a good
9 faith effort to authorize and permit such rest periods in the middle of each work period.
10 Nonetheless, in the event that a legally compliant rest period was not timely provided, Defendants
11 did not, as a matter of policy and practice, pay Plaintiff and, on information and belief, other non-
12 exempt employees with an hour of pay at their regular rate for each rest period violation as required
13 by Labor Code § 226.7.

14 15. During the relevant time period, Plaintiff and, on information and belief, other
15 non-exempt employees generally worked from home at least approximately two days per
16 workweek, during which time Defendants required Plaintiff and, on information and belief, other
17 non-exempt employees to use their home internet to perform their job duties. During the relevant
18 time period, Defendants also required Plaintiff and, on information and belief, other non-exempt
19 employees to use their personal cell phones to perform their job duties, including to communicate
20 with management, to communicate with clients, and to punch-in and punch-out daily from
21 Defendants' timekeeping application. Although Plaintiff and, on information and belief, other
22 non-exempt employees incurred these expenses at the direction of Defendants and/or in the direct
23 discharge of their job duties, Defendants did not reasonably reimburse Plaintiff and, on
24 information and belief, other non-exempt employees for such necessary work expenditures as
25 mandated by Labor Code section 2802.

26 16. As a result of Defendants' failure to pay Plaintiff and, on information and belief,
27 other non-exempt employees all minimum wages and all overtime wages, and all meal premium,
28 Defendants maintained inaccurate payroll records and issued inaccurate wage statements to

1 Plaintiff, in violation of Labor Code section 226.

2 17. As a result of Defendants' failure to pay Plaintiff and, on information and belief,
3 other non-exempt employees all minimum wages and all overtime wages, and all meal premium,
4 Defendants failed to pay them all wages owed upon termination of employment, in violation of
5 Labor Code section 203.

6 **CLASS ACTION ALLEGATIONS**

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

- 9 a. Minimum Wage Class: consists of all of Defendants' current and former non-
10 exempt employees in California who (1) were subject to Defendants' Time
11 Rounding Policy during the four years immediately preceding the filing of this
12 Complaint through the present, and/or (2) were subject to Defendants' meal period
13 policies/practices during the four years immediately preceding the filing of this
14 Complaint through the present;
- 15 b. Overtime Wage Class: consists of all of Defendants' current and former non-
16 exempt employees in California who worked in excess of eight hours per workday
17 and/or forty hours per workweek and (1) who received Incentive Pay during a
18 corresponding pay period, during the four years immediately preceding the filing
19 of this Complaint through the present, and/or (2) were subject to Defendants' Time
20 Rounding Policy during the four years immediately preceding the filing of this
21 Complaint through the present, and/or (3) were subject to Defendants' meal period
22 policies/practices during the four years immediately preceding the filing of this
23 Complaint through the present;
- 24 c. Meal Period Class: consists of all of Defendants' current and former non-exempt
25 employees in California (1) who worked at least one shift in excess of 5.0 hours
26 and who did not receive an uninterrupted meal period of at least thirty minutes
27 before the start of the employee's sixth hour of work, during the four years
28

1 immediately preceding the filing of this Complaint through the present, and/or (2)
2 who worked at least one shift in excess of 10.0 hours and who did not receive a
3 second uninterrupted meal period of at least thirty minutes before the start of the
4 employee's eleventh hour of work as reflected in the employee's timekeeping
5 records, during the four years immediately preceding the filing of this Complaint
6 through the present;

7 d. Rest Period Class: consists all of Defendants' current and former non-exempt
8 employees in California who (1) worked at least one shift in excess of 3.5 hours
9 and who were not authorized and permitted to take a first rest period of at least ten
10 minutes, during the four years immediately preceding the filing of the Complaint
11 through the present, and/or (2) worked at least one shift in excess of 6.0 hours and
12 who were not authorized and permitted to take a second rest period of at least ten
13 minutes, during the four years immediately preceding the filing of the Complaint
14 through the present; and/or (3) worked at least one shift in excess of 10.0 hours
15 and who were not authorized and permitted to take a third rest period of at least
16 ten minutes, during the four years immediately preceding the filing of the
17 Complaint through the present;

18 e. Reimbursement Class: consists of all of Defendants' current and former non-
19 exempt employees in California (1) who were required to use their home internet
20 service to perform their job duties for Defendants without reasonable
21 reimbursement, during the four years immediately preceding the filing of this
22 Complaint through the present, and/or (2) who were required to use their personal
23 call phone to perform their job duties for Defendants without reasonable
24 reimbursement, during the four years immediately preceding the filing of this
25 Complaint through the present;

26 f. Wage Statement Class: consists of all members of the Minimum Wage Class,
27 Overtime Wage Class, and Meal Period Class, who received a wage statement
28

1 during the one year immediately preceding the filing of the Complaint through the
2 present;

- 3 g. Waiting Time Penalty Class: consists of all formerly employed members of the
4 Minimum Wage Class, the Overtime Wage Class, and Meal Period Class who
5 separated their employment from Defendants during the three years immediately
6 preceding the filing of the Complaint through the present.

7 19. **Numerosity/Ascertainability**: The members of the Classes are so numerous that
8 joinder of all members would be unfeasible and not practicable. The membership of the classes
9 and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Classes
10 number greater than fifty (50) individuals as to each Class. The identity of such membership is
11 readily ascertainable via inspection of Defendants' employment records.

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

- 16 a. Whether Defendants' policies and/or practices paid members of the
17 Minimum Wage Class at least the applicable California minimum wage for
18 all hours worked in a workday;
19 b. Whether Defendants' policies and/or practices paid members of the
20 Overtime Wage Class all overtime wages for all overtime hours worked
21 over eight hours in a workday and/or forty hours in a workweek;
22 c. Whether Defendants' policies and/or practices provided legally compliant
23 first and/or second meal periods to members of the Meal Period Class;
24 d. Whether Defendants' policies and/or practices paid meal premium wages
25 for all meal period violations during the relevant time period;
26 e. Whether Defendants' policies and/or practices authorized and permitted
27 legally compliant rest periods to members of the Rest Period Class;
28 f. Whether Defendants' policies and/or practices paid rest premium wages

for all meal period violations during the relevant time period;

g. Whether Defendants' policies and/or practices of reimbursing necessary business expenses for members of the Reimbursement Class violated California law;

h. Whether Defendants' policies and/or practices provided legally compliant accurate itemized wage statements to members of the Wage Statement Class.

i. Whether Defendants properly paid all final wages to members of the Waiting Time Class at the time of separation from employment; and

j. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether, as a result, Defendants owe the classes restitution

21. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' failure to compensate minimum wages for all hours worked, failure to compensate overtime wages for all hours worked over eight-hours in a workday or over forty-hours in a workweek, failure to provide legally compliant meal periods or rest period or pay premium pay in lieu thereof, failure to reimburse necessary business expenses, and failure to timely pay all final wages upon termination of employment. Thus, common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

22. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all earned minimum

1 and overtime wages, was deprived of legally compliant meal periods and rest periods, was not
2 reimbursed for necessary business expenses, was not provided accurate and itemized wage
3 statements, and was deprived of payment of all final wages upon the termination of his
4 employment with Defendants.

5 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
6 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
7 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
8 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
9 hour class actions in state and federal courts in the past and are committed to vigorously
10 prosecuting this action on behalf of the members of the classes.

11 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
12 an important public interest in establishing minimum working conditions and standards in
13 California. These laws and labor standards protect the average working employee from
14 exploitation by employers who have the responsibility to follow the laws and who may seek to
15 take advantage of superior economic and bargaining power in setting onerous terms and
16 conditions of employment. The nature of this action and the format of laws available to Plaintiff
17 and members of the Classes make the class action format a particularly efficient and appropriate
18 procedure to redress the violations alleged herein. If each employee were required to file an
19 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
20 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
21 their vastly superior financial and legal resources. Moreover, requiring each member of the
22 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
23 employees who would be disinclined to file an action against their former and/or current employer
24 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
25 employment. Further, the prosecution of separate actions by the individual class members, even
26 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
27 with respect to the individual class members against Defendants herein; and which would
28 establish potentially incompatible standards of conduct for Defendants; and/or legal

determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 17 are maintainable as a Class under section 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

OVERTIME WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

26. Wage Order 4 and California Labor Code sections 510, 1194, and 1198 establish the right of employees to be paid one and one-half times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday or more than 40 hours in any workweek, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek, in amounts set by state law. Labor Code §§ 1194(a) and provides that an employee who has not been paid overtime wages as required by Labor Code § 510 may recover the unpaid balance together with interest accrued thereon, attorneys' fees, and costs of suit.

27. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by causing Plaintiff and members of the Overtime Class to work in excess of 8 hours per workday, and/or 40 hours per workweek, but failing to compensate Plaintiff or members of the Overtime Class at one and one-half times their regular rate of pay for all overtime hours worked.

28. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Overtime Wage Class have sustained economic damages, including but not limited to unpaid overtime wages and lost interest, in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate

1 relief as a result of Defendants' violations of the California Labor Code and Wage Order 4.

2 29. Defendants' practice and uniform administration of corporate policy regarding
3 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
4 members of the Overtime Wage Class in a civil action for the unpaid amount of overtime wages,
5 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to
6 California Labor Code sections 204, 558, 510, 1194, 1198, and Code of Civil Procedure section
7 1021.5.

8 **SECOND CAUSE OF ACTION**
9 **MINIMUM WAGE VIOLATIONS**
10 **(AGAINST ALL DEFENDANTS)**

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

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

18 32. As discussed in the factual allegations contained herein, Defendants failed to
19 conform their timekeeping practices to the requirements of the law. Accordingly, Plaintiff and
20 members of the Minimum Wage Class were not compensated for all hours worked including, but
21 not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted
22 to work under the California Labor Code and Wage Order 4.

23 33. Defendants' policy and practice of not paying all minimum wages violates
24 California Labor Code sections 204, 210, 216, 558, 1182.12, 1197.1, 1198, and Wage Order 4.

25 34. Such a practice and uniform administration of corporate policy regarding illegal
26 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
27 members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
28 liquidated damages, including interest thereon, statutory penalties, attorney's fees, and costs of

1 suit according to California Labor Code sections 204, 210, 216, 558, 1194, 1198, and Code of
2 Civil Procedure section 1021.5.

3 **THIRD CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

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

7 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 failed in their affirmative obligation to provide all of their hourly non-exempt employees,
9 including Plaintiff and members of the Meal Period Class, with all required meal periods in
10 accordance with the mandates of the California Labor Code and Wage Order 4, for the reasons
11 set forth in the factual allegations and class definitions sections of this Complaint. Despite
12 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
13 of the Meal Period Class at their respective regular rates of pay for each meal period violation, as
14 required by Labor Code section 226.7.

15 37. As a result, Defendants are responsible for paying premium compensation for meal
16 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to
17 Wage Order 4, Labor Code sections 226.7, 512, and Civil Code sections 3287(b) and 3289.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

20 **(AGAINST ALL DEFENDANTS)**

21 38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 39. It was necessary for Plaintiff and members of the Reimbursement Class to use their
23 home internet and personal cell phones to perform their work duties without reimbursement.
24 Although Plaintiff and members of the Reimbursement Class incurred these expenses at the
25 direction of Defendants and/or in the direct discharge of their job duties, Defendants did not
26 reimburse these employees for such necessary work expenditures during the four years preceding
27 the filing of the Complaint.

28 40. At all relevant times herein, Defendants were subject to Labor Code section 2802,

1 which states that “an employer shall indemnify his or her employees for all necessary
2 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
3 her duties, or of his or her obedience to the directions of the employer.”

4 41. At all relevant times herein, Defendants were subject to Labor Code section 2804,
5 which states that “any contract or agreement, express or implied, made by any employee to waive
6 the benefits of this article or any part thereof, is null and void, and this article shall not deprive
7 any employee or his personal representative of any right or remedy to which he is entitled under
8 the laws of this State.”

9 42. As a proximate result of Defendants’ policies and/or practices in violation of Labor
10 Code sections 2802 and 2804, Plaintiff and members of the Reimbursement Class were damaged
11 in sums, which will be shown according to proof.

12 43. Plaintiff and members of the Reimbursement Class are entitled to attorneys’ fees
13 and costs of suit pursuant to Labor Code section 2802(c) for bringing this action.

14 44. Pursuant to Labor Code section 2802(b), any action brought for the reimbursement
15 of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
16 Plaintiff and members of the Reimbursement Class are entitled to interest, which shall accrue
17 from the date on which they incurred the initial necessary expenditure.

18 **FIFTH CAUSE OF ACTION**

19 **WAGE STATEMENT PENALTIES**

20 **(AGAINST ALL DEFENDANTS)**

21 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knowingly and intentionally, as a matter of uniform policy and/or practice, failed to furnish
24 Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that
25 included, among other requirements, the accurate total hours worked and gross and net wages
26 earned, in violation of Labor Code section 226.

27 47. Defendants’ failure to furnish Plaintiff and members of the Wage Statement Class
28 with complete and accurate itemized wage statements resulted in actual injury, as said failures led

1 to, among other things, the non-payment of all wages, and deprived them of the information
2 necessary to identify the discrepancies in Defendants' reported data.

3 48. Defendants' failures create an entitlement to recovery by Plaintiff and members of
4 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
5 Code section 226, including statutory penalties, civil penalties, reasonable attorney's fees, and
6 costs of suit according to Labor Code sections 226 and 226.3.

7 **SIXTH CAUSE OF ACTION**

8 **WAITING TIME PENALTIES**

9 **(AGAINST ALL DEFENDANTS)**

10 49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 50. This cause of action is brought pursuant to Labor Code sections 201-203, which
12 require an employer to pay all wages earned immediately at the time of termination of
13 employment in the event the employer discharges the employee or the employee provides at least
14 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours
15 of notice of his/her intent to quit, said employee's wages become due and payable not later than
16 72 hours upon said employee's last date of employment.

17 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 failed to timely pay Plaintiff and members of the Waiting Time Penalty Class all final wages due
19 to them at the time of their separation which includes, among other things, unpaid minimum
20 wages, unpaid overtime wages, and unpaid meal premium. Further, Plaintiff is informed and
21 believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants
22 continue to fail to pay members of the Waiting Time Penalty Class all earned wages at the end of
23 employment in a timely manner pursuant to the requirements of Labor Code sections 201-203.
24 Defendants' failure to pay all final wages was wilful within the meaning of Labor Code section
25 203.

26 52. Defendants' wilful failure to timely pay Plaintiff and the members of the Waiting
27 Time Penalty Class their earned wages upon separation from employment results in a continued
28 payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff

1 and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor
2 Code section 203, plus reasonable attorneys' fees and costs of suit.

3 **SEVENTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **(AGAINST ALL DEFENDANTS)**

6 53. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 54. Defendants have engaged and continue to engage in unfair and/or unlawful
8 business practices in California in violation of California Business and Professions Code section
9 17200 et seq. by engaging in the unlawful conduct described above, including failing to pay
10 Plaintiff and the Classes all minimum wages and overtime wages; failing to provide all legally
11 required meal periods or pay legally compliant premium payments in lieu thereof; failing to
12 reimburse necessary business expenses; and wilfully failing to pay all final wages upon
13 termination of employment in violation of Labor Code section 203.

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

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

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

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

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

3 **EIGHTH CAUSE OF ACTION**

4 **REST PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 59. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 60. Wage Order 4, § 11 and California Labor Code §§ 226.7, 516 and 558 establish
8 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
9 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

10 61. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
11 of the Rest Period Class to take all required rest periods.

12 62. The foregoing violations create an entitlement to recovery by Plaintiff and
13 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
14 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
15 to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

16 **NINTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

18 **(AGAINST ALL DEFENDANTS)**

19 63. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 64. Defendants have committed several Labor Code violations against Plaintiff and
21 aggrieved employees. Plaintiff, as an "aggrieved employee" within the meaning of Labor Code
22 § 2698 *et seq.*, acting on behalf of himself, the State of California, and other aggrieved employees,
23 brings this representative action against Defendants to recover the civil penalties due to Plaintiff,
24 aggrieved employees, and the State of California according to proof pursuant to Labor Code
25 section 2699 including, but not limited to \$100.00 for each initial violation and \$200 for each
26 subsequent violation per employee per pay period for the following Labor Code violations:

- 27 a. Failing to compensate at least the California minimum wage for all hours
28 worked to Plaintiff and aggrieved employees in violation of Labor Code §§

1182.12, 1194, 1194.2, 1197;

- b. Failing to compensate all overtime wages for all hours worked over eight-hours in a workday or over forty-hours in a workweek to Plaintiff and aggrieved employees in violation of Labor Code §§ 510, 1194, 1198;
- c. Failing to provide all legally required meal periods, or to pay premium pay in lieu thereof, to Plaintiff and aggrieved employees in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to reasonably reimburse necessary business expenses incurred by Plaintiff and aggrieved employees at the direct of Defendants and/or in the direct discharge of their job duties in violation of Labor Code § 2802;
- e. Failing to furnish Plaintiff and aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to pay Plaintiff and aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- g. Failing to pay Plaintiff and aggrieved employees all earned wages due at the end of their employments in violation of Labor Code §§ 201-202; and
- h. Failing to maintain accurate records on behalf of Plaintiff and aggrieved employees in violation of Labor Code § 1174.
- i. Failing to provide all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and aggrieved employees in violation of Labor Code §§ 226.7, 516;

65. Plaintiff notified on December 31, 2025 Defendant Outfront Media LLC via certified mail and filed an online PAGA claim notice with the California Labor and Workforce Development Agency (“LWDA”) identifying Defendants’ violations of the California Labor Code identified in this Complaint and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code section 2698 *et seq.* Plaintiff also submitted a filing fee of seventy-five (\$75.00) to the LWDA in accordance with Labor Code section 2699.3. Sixty-five days have passed from the date of Plaintiff’s notice to the LWDA, and thus Plaintiff has exhausted his

1 administrative remedies, thereby allowing Plaintiff to commence a civil action against Defendants
2 pursuant to Labor Code section 2699.

3 66. Plaintiff was compelled to retain the services of counsel to file this court action to
4 protect his interests and the interests of aggrieved employees, and to assess and collect the civil
5 penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he
6 is entitled to receive under California Labor Code § 2699.

7 **PRAYER**

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

- 10 1. For an order certifying the proposed Classes;
- 11 2. For an order appointing Plaintiff as representative of the Classes;
- 12 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 13 4. Upon the First Cause of Action, for payment of unpaid overtime wages, and
14 penalties according to proof pursuant to Labor Code sections 510, 1194, and 1198;
- 15 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
16 damages, and penalties according to proof pursuant to Labor Code sections 558, 1194, 1194.2
17 and 1199;
- 18 6. Upon the Third Cause of Action, compensatory, consequential, general and
19 special damages according to proof pursuant to Labor Code sections 226.7 and 512;
- 20 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
21 special damages according to proof pursuant to Labor Code sections 2802 and 2804;
- 22 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code
23 section 226;
- 24 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code
25 sections 201-203;
- 26 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
27 Class of all money and/or property unlawfully acquired by Defendants by means of any acts or
28 practices declared by this Court to be in violation of Business and Professions Code section

17200 *et seq.*;

11. Upon the Eighth Cause of Action, compensatory, consequential, general and special damages according to proof pursuant to Labor Code sections 226.7 and 516;

12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 including, but not limited to: (1) \$50.00 for each initial violation and \$100 for each subsequent violation of Labor Code § 558 per employee per pay period and; (2) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for the violations of the Labor Code Sections cited in Labor Code § 2699.5;

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code section 218.6 and Civil Code sections 3287 and 3289;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code sections 218.5, 1194 *et seq.*, 2699, and Code of Civil Procedure section 1021.5; and

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

Respectfully submitted,

Dated: June 5, 2026

SANI LAW, APC

By:



Sam Sani

Attorney for Plaintiff

MARCOS AREVALO

DEMAND FOR JURY TRIAL

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

Respectfully submitted,

Dated: June 5, 2026

SANI LAW, APC

By:



Sam Sani

Attorney for Plaintiff

MARCOS AREVALO