

Bruce Kokozyan, Esq. (SBN 195723)
Brian Andrews, Esq. (SBN 234306)
KOKOZIAN LAW FIRM, APC
10940 Wilshire Blvd., Suite 1200
Los Angeles, CA 90024
Telephone Number: (323) 857-5900
Fax Number: (310) 275-6301
bkokozyan@kokozyanlawfirm.com
bandrews@kokozyanlawfirm.com

Attorneys for Plaintiff
Felix Achille, on behalf of himself
and all others similarly situated

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

FELIX ACHILLE, an Individual, on behalf of)
himself and all others similarly situated,)

Plaintiffs,)

v.)

UP FITNESS INC, a California Corporation;)
UP FITNESS CA LLC, a California Limited)
Liability Company; and DOES 1 through 100,)
Inclusive,)

Defendants.)

CASE NO. 25STCV36675

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY OVERTIME WAGES;**
- 2. FAILURE TO PAY MINIMUM WAGES;**
- 3. FAILURE TO PAY OVERTIME WAGES
AT THE LEGAL OVERTIME PAY RATE;**
- 4. FAILURE TO PROVIDE MEAL PERIODS
OR COMPENSATION IN LIEU OF;**
- 5. FAILURE TO PROVIDE PAID REST
PERIODS;**
- 6. FAILURE TO TIMELY FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS;**
- 7. VIOLATION OF LABOR CODE §203;**
- 8. VIOLATION OF LABOR CODE §2802;**
- 9. UNFAIR BUSINESS PRACTICES;**

1) **10. PENALTIES PURSUANT TO LABOR CODE**
2) **§ 2698 et seq.**

3) Action Filed: 12/12/2025

4) **DEMAND FOR JURY TRIAL**

5
6 Plaintiff FELIX ACHILLE, an individual on behalf of himself and all others similarly situated
7 (“Plaintiffs”), hereby file this First Amended Complaint against Defendants UP FITNESS INC, a
8 California Corporation; UP FITNESS CA LLC, a California Limited Liability Company; and DOES 1
9 through 100, Inclusive (collectively, “Defendants”). Plaintiffs are informed and believe, and on the
10 basis of that information and belief, allege as follows:

11 **I. INTRODUCTION**

12 1. This is Class Action, pursuant to California Code of Civil Procedure §382 on behalf of
13 plaintiff and other non-exempt current and former employees employed by Defendants UP FITNESS
14 INC and UP FITNESS CA LLC; and DOES 1 through 100 who were joint employers of Plaintiffs in
15 that they were operating as a joint enterprise and both suffered and permitted Plaintiffs to work for each
16 of them; controlled Plaintiffs’ hours, working conditions, and wages. UP FITNESS INC and UP
17 FITNESS CA LLC and DOES 1 through 100 made the decision to hire Plaintiff and had control of
18 termination of a Plaintiff’s employment and therefore jointly employed Plaintiffs.

19 2. This is a civil action seeking recovery for Defendants’ violations of California Labor
20 Code (“Labor Code”) §1194, et seq., §1197, §200 et seq., §500 et seq., §2698 et seq., §2802, California
21 Business and Professions Code (“B& PC”) §17000 et seq. and §17200, et seq., the applicable Wage
22 Order(s) issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage
23 Order(s)”) and related common law principles.

24 3. Plaintiffs’ action seeks monetary damages, including full restitution from Defendants as
25 a result of Defendants’ unlawful, fraudulent and/or unfair business practices.

26 4. The acts complained of herein occurred, occur, and will occur, at least in part, within the
27 time period from four years prior to the filing of the original complaint in this matter, up to and through
28 the time of trial for this matter.

1 **RELEVANT EMPLOYEES**

2 5. The relevant employees are Defendants' non-exempt current and former employees,
3 employed in California by Defendants.

4 6. Defendants' non-exempt current and former employees are paid or should have been
5 paid by Defendants on an hourly pay basis.

6 7. The obligations and responsibilities of Defendants' current and former non-exempt
7 employees employed in California by Defendants are virtually identical from location to location and
8 employee to employee. Any differences in job activities between the different individuals in these
9 positions were and are legally insignificant to the issues presented by this action.

10 **SUMMARY OF CLAIMS**

11 8. With regard to Defendants' California based non-exempt current and former employees
12 Defendants have established a rounding policy and other unlawful policies and practices that do not
13 compensate said employees for the time they actually worked and as a result Defendants have failed to
14 pay all wages due including overtime wages for all hours worked, failed to pay the required minimum
15 wage for all hours worked, and failed pay overtime wages at the legal overtime pay rate for overtime
16 work as Defendant failed to include non-discretionary bonuses and/or shift differential pay in the
17 regular rate for the purposes of calculating overtime pay and failed to pay the legal overtime pay rate
18 for work performed on the seventh consecutive day of work in a workweek. Further Defendants have
19 failed to provide uninterrupted 30-minute meal periods; failed to provide paid rest periods; failed to
20 timely furnish accurate itemized wage statements; violated Labor Code §203; failed to indemnify
21 employees for all necessary expenditures or losses incurred in direct consequence of the discharge of
22 their duties; and have conducted unfair business practices.

23 **II. PARTIES**

24 **PLAINTIFF FELIX ACHILLE**

25 9. Plaintiff FELIX ACHILLE (hereinafter "ACHILLE" or "Plaintiff") is an individual over
26 the age of 18 and is now and/or at all times mentioned in this Complaint was a resident of California.

27 10. Plaintiff ACHILLE has worked for Defendants in Defendants' location in California as a
28 non-exempt employee. Plaintiff is a former employee of Defendants.

1 11. Plaintiff seeks unpaid wages, penalties, and other compensation from Defendants for the
2 relevant time period because Defendants have (Plaintiff himself was harmed by):

- 3 a. Failed to pay all wages due including overtime wages for all hours worked;
4 b. Failed to pay the required minimum wage for all hours worked;
5 c. failed to pay the legal overtime pay rate for work over eight hours in a day and/or forty
6 hours in a week, as non-discretionary bonuses and/or shift differential pay were not included in the
7 regular rate of pay for the purposes of calculating overtime pay, and failed to pay the legal overtime pay
8 rate for work performed on the seventh consecutive day of work in a workweek;
9 d. failed to provide meal periods
10 e. failed to provide paid rest periods;
11 f. failed to timely furnish accurate itemized wage statements;
12 g. violated Labor Code §203;
13 h. violated Labor Code §2802, and
14 i. Conducted unfair business practices.

15 **DEFENDANTS UP FITNESS INC and UP FITNESS CA LLC**

16 12. Plaintiff is informed and believes, and thereon alleges, that, at all times herein
17 mentioned, defendant UP FITNESS INC was and is a California Corporation, with its principal place of
18 business in Los Angeles County. Plaintiff is informed and believes, and thereon alleges, that, at all
19 times herein mentioned, defendant UP FITNESS CA LLC was and is a California Limited Liability
20 Company, with its principal place of business in Los Angeles County, California. UP FITNESS INC
21 and UP FITNESS CA LLC and all their partners are all residents of the state of California.

22 **DOES 1 TO 100, INCLUSIVE**

23 13. DOES 1 to 100, inclusive at all times mentioned in this Complaint were doing business
24 in the State of California.

25 14. Plaintiffs do not know the true names or capacities, whether individual, partner or
26 corporate, of DOES 1 to 100, inclusive and for that reason, DOES 1 to 100 are sued under such
27 fictitious names pursuant to California Code of Civil Procedure (“CCP”) §474.

28 15. Plaintiffs will seek leave of court to amend this Complaint to allege such names and

capacities as soon as they are ascertained.

ALL DEFENDANTS

16. Defendants are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

17. Defendants proximately subjected Plaintiffs to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in the Complaint.

18. Defendants are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all of the other Defendants, and vice versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

19. Defendants are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise.

20. Defendants at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

21. Defendants at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each of the acts and/or omissions alleged in this Complaint.

22. Defendants at all times mentioned in this Complaint aided and abetted the acts and omissions of each of the other Defendants thereby proximately causing the damages alleged in this Complaint.

III. JURISDICTION AND VENUE

23. The California Superior Court has jurisdiction in this matter due to Defendants' violations of Labor Code §1194, et seq., §1197, §200 et seq., §500 et seq., §2698 et seq., §2802, B& PC §17000 et seq. and §17200, et seq., IWC Wage Order(s) and related common law principles.

24. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial according to proof.

25. The California Superior Court also has jurisdiction in this matter because the individual claims of the members of the Classes herein are under the \$75,000 jurisdictional thresholds for Federal Court and the aggregate claim is under \$5,000,000 threshold of the Class Action Fairness Act of 2005 (“CAFA”). Further, no federal question is at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Order(s), and B& PC. The present action is also exempt from CAFA because this matter is a local controversy within the meaning of CAFA.

26. Venue is proper in Los Angeles County in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

IV. CLASS ALLEGATIONS

27. CCP §382 provides in pertinent part: “... [W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.

28. Plaintiffs bring this suit as a class action pursuant to CCP § 382, on behalf of individuals who are entitled to the monies unlawfully withheld by Defendants.

29. The putative classes Plaintiffs will seek to certify are currently composed of and defined as follows:

a. All of Defendants’ California-based non-exempt current and former employees, employed during the relevant time period (as defined, *supra*) to whom Defendants failed to pay overtime wages (hereinafter, the “Overtime Class”);

b. All of Defendants' California-based non-exempt current and former employees, employed during the relevant time period to whom Defendants failed to pay the required minimum wage (hereinafter, the "Minimum Wage Class");

c. All of Defendants' California-based non-exempt current and former employees, employed during the relevant time period for worked over eight (8) hours in a day and/or over forty (40) hours in a week and whose premium pay for this overtime work was not calculated to include non-discretionary bonus pay and/or shift differential pay (hereinafter "Overtime Rate Class");

d. All of Defendants' California-based non-exempt current and former employees,

employed during the relevant time period (as defined, supra) to whom Defendants failed to provide the legally requisite meal periods (hereinafter, the “Meal Period Class”);

e. All of Defendants’ California-based non-exempt current and former employees, employed during the relevant time period (as defined, supra) to whom Defendants failed to provide the legally requisite rest periods (hereinafter, the “Rest Period Class”);

f. All of Defendants’ California-based non-exempt current and former employees, employed during the relevant time period (as defined, supra) to whom Defendants failed to provide accurate itemized wage statements (hereinafter, the “Wage Statement Class”);

g. All of Defendants’ California-based non-exempt former employees, employed during the relevant time period (as defined, supra) to whom Defendants willfully failed to pay all wages (hereinafter, the “LC203 Class”).

h. All of Defendants’ California-based non-exempt former employees, employed during the relevant time period (as defined, supra) to whom Defendants did not reimburse business expenses performed in the course and scope of their job duties (hereinafter, the “LC2802 Class”).

i. All of Defendants’ California-based non-exempt current and former employees, employed during the relevant time period (as defined supra) to whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B & PC Section 17200 (hereinafter, the “17200 Class”).

30. The Overtime Class, Minimum Wage Class, Overtime Rate Class, Meal Period Class, Rest Period Class, Wage Statement Class, LC 203 Class, LC2802 Class, and 17200 Class are hereinafter collectively referred to as the “Classes.”

31. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. In any event, Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

32. Numerosity (CCP §382):

a. The potential quantity of members of the Classes as defined is so numerous that joinder of all members is unfeasible and impractical.

b. The disposition of the claims of the members of the Classes through this class action will

benefit both the parties and this Court.

c. The quantity of members of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the membership of the Classes numbers is greater than 100 individuals.

d. The quantity and identity of such members is readily ascertainable via inspection of Defendants' records.

33. Superiority (CCP §382): The nature of this action and the nature of the laws available to Plaintiffs makes the use of the class action format particularly efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein, as follows:

a. California has a public policy which encourages the use of the class action device;

b. By establishing a technique whereby, the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise may be too small to warrant individual litigation;

c. This case involves large corporate Defendants and a large number of individual Class Members with many relatively small claims and common issues of law and fact;

d. If each individual member of the Classes was required to file an individual lawsuit, the large corporate Defendants would necessarily gain an advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendants superior financial and legal resources;

e. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by the members of the Classes who would be disinclined to pursue an action against Defendants because of an applicable and justifiable fear of retaliation and permanent damage to their lives, careers, and well-being;

f. Proof of a common business practice or factual pattern, of which the members of the Classes experienced, is representative of the Classes herein and will establish the rights of each of the members of the Classes to recover on the causes of action alleged herein;

g. Absent class treatment, the prosecution of separate actions by the individual members of

the Classes, even if possible, would likely create:

- i) a substantial risk of each individual plaintiff presenting in separate, duplicative proceedings the same or essentially similar arguments and evidence, including expert testimony;
- ii) a multiplicity of trial conducted at enormous expense to both the judicial system and the litigants;
- iii) inconsistent or varying verdicts or adjudications with respect to the individual members of the Classes against Defendants; and
- iv) potentially incompatible standards of conduct for Defendants;
- v) potentially incompatible legal determinations with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications, or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

h. The claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant thereto;

i. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and

j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

34. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification (see, e.g., *Lockheed Martin Corp. V. Superior Court* (2003) 29 Cal. 4th 1096), as follows:

a. Typicality: The claims of Plaintiff ACHILLE are typical of the claims of all members of the Classes Plaintiff seeks to represent because all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and

1 damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of
2 law, as alleged herein.

3 b. Adequacy: Plaintiff ACHILLE:

- 4 i) is an adequate representative of the Classes Plaintiff seeking to represent;
- 5 ii) will fairly protect the interests of the members of the Classes;
- 6 iii) has no interests antagonistic to the members of the Classes; and
- 7 iv) will vigorously pursue this suit via attorneys who are competent, skilled, and
8 experienced in litigating matters of this type.

9 c. Predominate Common Questions of Law or Fact: There are common questions of law
10 and/or fact as to the members of the Classes which predominate over questions affecting only
11 individual members of the Classes, including with limitation:

- 12 i) whether Defendants failed to pay the legal and appropriate overtime compensation to the
13 members of the Overtime Class in violation of the Labor Code and the IWC Wage Order(s);
- 14 ii) whether Defendants failed to pay the legal and appropriate minimum wage to the members of
15 the Minimum Wage Class in violation of the Labor Code and the IWC Wage Order(s);
- 16 iii) whether Defendants failed to pay the legal and appropriate overtime compensation to the
17 members of the Overtime Rate Class in violation of the Labor Code and the IWC Wage Order(s);
- 18 iv) whether Defendants failed and continue to fail to provide meal periods to the members of the
19 Meal Period Class in violation of the Labor Code and the IWC Wage Orders;
- 20 v) whether Defendants failed and continue to fail to authorize and permit paid rest periods to the
21 members of the Rest Period Class in violation of the Labor Code and section 12 of the IWC Wage
22 Orders;
- 23 vi) whether Defendants failed to timely furnish accurate itemized statements to the members of
24 the Wage Statement Class;
- 25 vii) whether Defendants are liable pursuant to Labor Code §203;
- 26 viii) whether Defendants are liable pursuant to Labor Code §2802;
- 27 ix) whether Defendants' conduct constitutes unfair competition within the meaning of B & PC
28 §17200 et seq.

1 x) whether Defendants' conduct constitutes unfair business practices within the meaning of B &
2 PC§17200, et seq.;

3 xi) whether the members of the Classes are entitled to compensatory damages, and if so, the
4 means of measuring such damages;

5 xii) whether the members of the Classes are entitled to injunctive relief;

6 xiii) whether the members of the Classes are entitled to restitution; and

7 xiv) whether Defendants are liable for attorneys' fees and costs.

8 35. Whether each member of the Classes might be required to ultimately justify an
9 individual claim does not preclude maintenance of a class action (see, e.. *Collins v. Rocha* (1972) 7 Cal.
10 3d 232, 238).

11 **V. CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME WAGES**

14 (On Behalf of the Overtime Class)

15 (Against All Defendants)

16 36. Plaintiffs incorporate by reference and reallege all allegations contained in the preceding
17 paragraphs of this Complaint as if fully set forth herein.

18 37. Labor Code §204 establishes the fundamental right of all employees in the State of
19 California to be paid wages, including straight time and overtime, in a timely fashion for their work.

20 38. Labor Code §510(a) states in pertinent part that any work in excess of eight hours in one
21 workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on
22 the seventh day of work in any one workweek shall be compensated at the rate of no less than one and
23 one-half times the regular rate of pay for an employee.

24 39. Labor Code §510 (a) further provides that any work in excess of 12 hours in one day
25 shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

26 40. Pursuant to Labor Code §1198, it is unlawful to employ person for longer than the hours
27 set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

28 41. Defendants, as a matter of established company policy and procedure, at each and every

one of the individual facilities owned and/or operated by Defendants, consistently:

a. Administered a uniform company policy and practice regarding the payment of wages to the members of the Overtime Class;

b. Scheduled to work and in fact required the members of the Overtime Class to work in excess of eight (8) hours per workday and/or in excess of forty (40) hours per workweek without paying overtime compensation for all such excess hours worked by requiring the Overtime Class to remain under Defendant's control without paying them therefore which resulted in;

c. Failed to pay members of the Overtime Class overtime compensation for work in excess of eight (8) hours per day and/or forty (40) hours per week;

d. Failed to pay members of the Overtime Class overtime compensation for work in excess of 12 hours per day;

e. Failed to pay members of the Overtime Class overtime compensation for the first eight hours worked on the seventh day of work in any one workweek;

f. Did not employ the members of the Overtime Class using: i) an alternative workweek schedule pursuant to Labor Code §511; and did not employ the members of the Overtime Class using ii) an alternative workweek schedule adopted pursuant to a collective bargaining agreement.

g. Required that the members of the Overtime Class spend more than fifty percent (50%) of their work performing non-exempt tasks; and

h. Disseminated incorrect information throughout Defendants' facilities and amongst Defendants' employees reciting that, under Defendants' labor policies and practices and under California law, the members of the Overtime Class were not entitled to overtime compensation.

42. Defendants' pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to Labor Code §218 and §1194(a), to recovery by the members of the Overtime Classes, in a civil action, for the unpaid balance of the full amount of the overtime wages owing, including interest thereon, reasonable attorneys' fees, and costs of suit.

43. That calculation of individual damages for the members of the Wage Class may at some point be required does not foreclose the possibility of taking common evidence on questions

1 regarding their entitlement to overtime compensation (see, e.g., Collins v. Rocha (1972) 7 Cal. 3d 232;
2 Hypolite v. Carleson (1975) 52 Cal. App. 3d 566; Employment Development Dept. v. Superior Court
3 (1981) 30 Cal. 3d 256.

4 44. Pursuant to Labor Code §1194(a) and Civil Code §3287, the members of the Overtime
5 Class seek recovery of pre-judgment interest on all amounts recovered herein.

6 45. Pursuant to Labor Code §1194, the members of the Overtime Class request that the
7 Court award reasonable attorneys' fees and costs incurred by them in this action.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGES**

10 (On Behalf of the Minimum Wage Class)

11 (Against All Defendants)

12 46. Plaintiffs incorporate by reference and reallege all allegations contained in the preceding
13 paragraphs of this Complaint as if fully set forth herein.

14 47. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the
15 Labor Commission is unlawful.

16 48. Defendants, as a matter of established company policy and procedure, at each and every
17 one of the individual facilities owned and/or operated by Defendants, failed to pay the legal minimum
18 wage for all hours worked, which resulted in the members of the Minimum Wage Class earning less
19 than the legal minimum wage in the State of California.

20 49. Defendants' pattern and practice in uniform administration of corporate policy regarding
21 Defendants' failure to pay the legal minimum wage to the members of the Minimum Wage Class as
22 described herein is unlawful and creates entitlement, pursuant to Labor Code §1194(a), to recovery by
23 the members of the Minimum Wage Class, in a civil action, for the unpaid balance of the full amount of
24 the unpaid minimum wages owed, calculated as the difference between the straight time compensation
25 paid and the applicable minimum wage, including interest thereon.

26 50. Pursuant to Labor Code §1194.2(a), which provides in any action under Labor Code
27 §1194, an employee shall be entitled to recover liquidated damages, the members of the Minimum
28 Wage Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours

1 of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid
2 and interest thereon.

3 51. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287, the members of
4 the Minimum Wage Class seek recover of pre-judgment interest on all amount recovered herein.

5 52. Pursuant to Labor Code §1194(a), the members of the Minimum Wage Class request
6 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PAY OVERTIME WAGES AT THE LEGAL OVERTIME PAY RATE**

9 (On Behalf of the Overtime Rate Class)

10 (Against All Defendants)

11 53. Plaintiffs incorporate by reference and reallege all allegations contained in the preceding
12 paragraphs of this Complaint as if fully set forth herein.

13 54. Labor Code §204 establishes the fundamental right of all employees in the State of
14 California to be paid wages in a timely fashion for their work, including overtime.

15 55. Labor Code §510(a) states in pertinent part that any work in excess of eight hours in one
16 workday and any work in excess of 40 hours in any one workweek shall be compensated at the rate of
17 no less than one and one-half times the regular rate of pay for any employee.

18 56. The "regular rate of pay" includes "all [applicable] remuneration paid to, or on behalf of
19 the employee." See, e.g., 29 U.S.C. §207(3). The California Industrial Welfare Commission applies this
20 standard for determining an employee's regular rate of pay for overtime calculation purposes.

21 57. Labor Code §§1194(a) states: Notwithstanding any agreement to work for a lesser wage,
22 any employee receiving less than the legal minimum wage or the legal overtime compensation
23 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount
24 of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees,
25 and costs of suit.

26 58. Defendants, as a matter of established company policy and procedure, at each and every
27 one of the individual facilities owned and/or operated by Defendants, consistently:
28

- 1 a. Administered a uniform company policy and practice regarding the payment of overtime wages
2 to the members of the Overtime Rate Class;
- 3 b. Scheduled and/or required the members of the Overtime Rate Class to work in excess of eight
4 (8) hours per workday and/or in excess of forty (40) hours per workweek; and
- 5 c. Failed to pay the members of the Overtime Rate Class for all work accomplished in excess of
6 forty (40) hours per week at the correct overtime rate as it failed to include non-discretionary bonus pay
7 and/or shift differential pay due and owing.

8 59. Defendants' pattern, practice, and uniform administration of corporate policy regarding
9 illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to
10 Labor Code §218 and Labor Code §1194(a), to recovery by the members of the Overtime Rate Class, in
11 a civil action, for the unpaid balance of the full amount of the overtime premiums owing.

12 60. That calculation of individual damages for the members of the Overtime Rate Class may
13 at some point be required does not foreclose the possibility of taking common evidence on questions
14 regarding their entitlement to overtime compensation (see, e.g., Collins v. Rocha (1972) 7 Cal.3d 232;
15 Hypolite v. Carleson (1975) 52 Cal.App.3d 566; Employment Development Dept. v. Superior Court
16 (1981) 30 Cal.3d 256).

17 61. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287, the members of
18 the Overtime Rate Class seek recovery of pre-judgment interest on all amounts recovered herein.

19 62. Pursuant to Labor Code §218.5 and/or Labor Code §1194, the members of the Overtime
20 Rate Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
21 action.

22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU OF**

24 (On Behalf of the Meal Period Class)

25 (Against All Defendants)

26 63. Plaintiffs incorporate by reference and reallege all allegations contained in the preceding
27 paragraphs of this Complaint as if fully set forth herein.

64. Labor Code §226.7(b) provides that an employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

65. Labor Code §512 provides that an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.

66. Labor Code §512 further provides that an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

67. Labor Code §516 provides that the Industrial Welfare Commission may adopt or amend working condition orders with respect to meal periods for any workers in California consistent with the health and welfare of those workers.

68. Section 11(A) of the IWC Wage Order(s) provides that unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

69. Section 11(B) of the IWC Wage Orders(s) provides that if an employer fails to provide an employee a meal period in accordance with the applicable provision of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

1 70. The members of the Meal Period Class consistently worked over five (5) hours per shift
2 and therefore were entitled to a meal period of not less than thirty (30) minutes prior to exceeding five
3 (5) hours of employment.

4 71. Further, some members of the Meal Period Class consistently worked over ten (10)
5 hours per shift and therefore were entitled to a second meal period of not less than 30 minutes.

6 72. The members of the Meal Period Class did not validly or legally waive their meal
7 periods, by mutual consent with Defendants or otherwise.

8 73. The members of the Meal Period Class did not enter into any written agreement with
9 Defendants agreeing to an on-the-job paid meal period.

10 74. As a matter of Defendants' established company policy, Defendant failed to comply with
11 the meal period requirements established by Labor Code §226.7, Labor Code §512, Labor Code §516
12 and Section 11 of the IWC Wage Order(s).

13 75. Pursuant to Section 11(B) of the IWC Wages Order(s) and Labor Code §226.7(c) which
14 states if an employer fails to provide an employee a meal or rest period in accordance with an
15 applicable order of the industrial Welfare Commission, the employer shall pay the employee one
16 additional hour of pay at the employee's regular rate of compensation for each work day that the meal
17 or rest period is not provided, the member of the Meal Period Class are entitled to damages in an
18 amount equal to one additional hour of pay at each employee's regular rate of compensation for each
19 work day that the meal period was not provided.

20 76 Pursuant to Civil Code §3287, the members of the Meal Period Class seek recovery of
21 pre-judgment interest on all amounts recovered herein.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE PAID REST PERIODS**

24 (On Behalf of the Rest Period Class)

25 (Against All Defendants)

26 77. Plaintiffs incorporate by reference and reallege all allegations contained in the preceding
27 paragraphs of this Complaint as if fully set forth herein.
28

1 78. Labor Code §226.7(b) states: An employer shall not require an employee to work during
2 a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation,
3 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards
4 Board, or the Division of Occupational Safety and Health.

5 79. Labor Code §516 provides that the Industrial Welfare commission may adopt or amend
6 working conditions orders with respect to break periods for any workers in California consistent with
7 the health and welfare of those workers.

8 80. Section 12(A) of the IWC Wage Order(s) states: Every employer shall authorize and
9 permit all employee to take rest periods, which insofar as practicable shall be in the middle of each
10 work period. The authorized rest period time shall be based on the total hours worked daily at the rate
11 of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period
12 need not be authorized for employees whose total daily work time is less than three and one-half (3 ½)
13 hours. Authorized rest period time shall be counted as hours worked for which there shall be no
14 deduction from wages.

15 81. Section 12(B) of the IWC Wage Order(s) states: If an employer fails to provide an
16 employee a rest period in accordance with the applicable provisions of this order, the employer shall
17 pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday
18 that the rest period is not provided.

19 82. The members of the Rest Period Class consistently worked over four (4) hours per shift
20 and therefore were entitled to a rest period of not less than ten (10) minutes prior to exceeding four (4)
21 hours of employment.

22 83. As a matter of Defendants' established company policy, Defendants failed to authorize
23 and permit the required rest periods established by Labor Code § 226.7 and Labor Code § 516 and
24 Section 12 of the IWC Wage Order(s).

25 84. Pursuant to Section 12 of the IWC Wage Orders(s) and Labor Code § 226.7(c) which
26 states "if an employer fails to provide an employee a meal or rest period in accordance with an
27 applicable order of the Industrial Welfare Commission, the employer shall pay the employee one
28 additional hour of pay at the employee's regular rate of compensation for each work day that the meal

1 or rest period is not provided,” the members of the Rest Period Class are entitled to damages in an
2 amount equal to one (1) additional hour of pay at each employee’s regular rate of compensation for
3 each work day that the rest period was not so provided.

4 85. Pursuant to Labor Code § 218.6 and CC § 3287, the members of the Rest Period Class
5 seek recovery of pre-judgment interest on all amounts recovered herein.

6 86. Pursuant to Labor Code the members of the Rest Period Class request that the Court
7 award reasonable attorneys’ fees and costs incurred by them in this action.

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

10 (On Behalf of the Wage Statement Class)

11 (Against All Defendants)

12 87. Plaintiffs incorporate by reference and reallege all allegations contained in the preceding
13 paragraphs of this Complaint as if fully set forth herein.

14 88. Labor Code § 226(a) states in pertinent part: “An employer, semimonthly or at the time
15 of each payment of wages, shall furnish to their employee, either as a detachable part of the check,
16 draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or
17 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked
18 by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and
19 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that
20 all deductions made on written orders of the employee may be aggregated and shown as one item, (5)
21 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
22 the employee and only the last four digits of their social security number or an employee identification
23 number other than a social security number, (8) the name and address of the legal entity that is the
24 employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682,
25 the name and address of the legal entity that secured the services of the employer, and (9) all applicable
26 hourly rates in effect during the pay period and the corresponding number of hours worked at each
27 hourly rate by the employee...”.

1 89. Further, the IWC Wage Orders § 7(A) states in pertinent part: Every employer shall keep
2 accurate information with respect to each employee including the following: Time records showing
3 when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily
4 hours worked shall also be recorded. Total hours worked in the payroll period and applicable rates of
5 pay.

6 90. Therefore, pursuant to Labor Code § 226(a) and the IWC Wage Orders § 7(A),
7 California employers are required to maintain accurate records pertaining to the total hours worked for
8 Defendants by the members of the Wage Statement Class, including but not limited to, beginning, and
9 ending of each work period, meal period and split shift interval, the total daily hours worked, total
10 wages paid, and the total hours worked per pay period and applicable rates of pay,

11 91. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage Orders
12 § 7(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class
13 with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked
14 by the employee, (3) all deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect
15 during each respective pay period and the corresponding number of hours worked at each hourly rate by
16 each respective individual.

17 92. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage Orders
18 § 7(A), Defendants did not and do not maintain accurate records pertaining to the total hours worked
19 for Defendants by the members of the Wage Statement Class, including but not limited to, beginning,
20 and ending of each work period, meal period and split shift interval, the total daily hours worked, and
21 the total hours worked per pay period and applicable rates of pay.

22 93. Plaintiffs and the members of the Wage Statement Class have suffered injury as a result
23 of Defendants' failure to maintain accurate records for the members of the Wage Statement Class have
24 suffered injury as a result of Defendants' failure to maintain accurate records for the members of the
25 Wage Statement Class in that the members of the Wage Statement Class were not timely provided
26 written accurate itemized statements showing all requisite information, including but not limited to total
27 hours worked by the employee, gross wages earned, net wages earned, all deductions, and all
28 applicable hourly rates in effect during the pay period and the corresponding number of hours worked

1 at each hourly at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A),
2 such that the members of the Wage Statement Class were misled by Defendants as to the correct
3 information regarding various items, including but not limited to total hours worked by the employee,
4 gross wages earned, net wages earned, all deductions, and all applicable hourly rates in effect during the
5 pay period and the corresponding number of hours worked at each hourly rate.

6 94. Pursuant to Labor Code § 226(e), the members of the Wage Statement Class are entitled
7 to fifty dollars (\$50.00) per employer for the initial pay period in which a violation hereunder occurs
8 and one hundred dollars (\$100.00) per employer for each violation in a subsequent pay period, not
9 exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

10 95. Pursuant to Labor Code § 226(h), the currently employed members of the Wage
11 Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §
12 226.

13 96. Pursuant to Labor Code § 226(e) and/or § 226(h), the members of the Wage Statement
14 Class are also entitled to an award of costs and reasonable attorneys' fees.

15 **SEVENTH CAUSE OF ACTION**

16 **VIOLATIONS OF LABOR CODE § 203**

17 (On Behalf of the LC 203 Class Members)

18 (Against All Defendants)

19 97. Plaintiffs incorporate by reference and reallege all allegations contained in the preceding
20 paragraphs of this Complaint as if fully set forth herein.

21 98. Labor Code § 203 provides that if an employer willfully fails to pay, without abatement
22 or reduction, in accordance with Labor Code §§ 201 and 202 any wages of an employee who is
23 discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30)
24 days from the due date thereof, until paid or until action therefore is commenced.

25 99. The members of the LC 203 Class are no longer employed by Defendants as they were
26 either discharged from or quit Defendants' employ.

27 100. Defendants had a consistent and uniform policy, practice, and procedure of willfully
28 failing to pay the earned wages of Defendants' former employees, according to amendment or proof.

1 101. Defendants willfully failed to pay the members of the LC 203 Class their entire wages
2 due and owing at the time of their termination or within seventy-two (72) hours of their resignation and
3 failed to pay those sums for thirty (30) days thereafter.

4 102. Defendants' willful failure to pay wages to the members of the LC 203 Class violates
5 Labor Code § 203 because Defendants knew or should have known wages were due to the members of
6 the LC 203 Class, but Defendants failed to pay them.

7 103. Thus, the members of the LC 203 Class are entitled to recovery pursuant to Labor Code
8 § 203, in the amount of each LC 203 Class members' daily wage multiplied by thirty (30) days.

9 104. Pursuant to CC § 3287, the members of the LC 203 Class seek recovery of prejudgment
10 interest on all amounts recovered herein.

11 **EIGHTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE §2802**

13 **(On Behalf of the 2802 Class)**

14 **(Against All Defendants)**

15 105. Plaintiffs incorporate by reference and reallege all allegations contained in the preceding
16 paragraphs of this Complaint as if fully set forth herein.

17 106. At all relevant times, Plaintiff and other members of the Class were employees of
18 Defendant covered by Labor Code §2802.

19 107. Pursuant to Labor Code §2802, Plaintiff and other members of the Class were entitled to
20 indemnification for all necessary expenditures or losses incurred in direct consequence of the discharge
21 of their duties.

22 108. Defendant failed to indemnify Plaintiff and other members of the Class for all business
23 expenses in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges
24 that at all relevant times within the applicable limitation period, Defendant maintained a practice of not
25 reimbursing California based Class members as alleged in this complaint reimbursable expenses
26 required to perform their job duties.

1 109. As a result of Defendant's conduct, Plaintiff and other members of the Class have
2 suffered damages in an amount, subject to proof, to the extent they were not reimbursed their expenses
3 which were required to perform their job duties.

4 **NINTH CAUSE OF ACTION**

5 **UNFAIR BUSINESS PRACTICES**

6 (On Behalf of the 17200 Class)

7 (Against All Defendants)

8 110. Plaintiffs incorporate by reference and reallege all allegations contained in the preceding
9 paragraphs of this Complaint as if fully set forth herein.

10 111. B&PC § 17200 provides in pertinent part "...[U]nfair competition shall mean and include
11 any unlawful, unfair or fraudulent business act..."

12 112. B&PC § 17205 provides that unless otherwise expressly provided, the remedies or
13 penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties
14 available under all other laws of this state."

15 113. B&PC § 17204 provides that an action for any relief from unfair competition may be
16 prosecuted by any person who has suffered injury in fact and has lost money or property as a result of
17 such unfair competition.

18 114. Defendants have engaged in unlawful, unfair, and fraudulent business acts or practices
19 prohibited by B&PC § 17200, including those set for the in the preceding paragraphs of the complaint,
20 thereby depriving Plaintiffs and all others similarly situated of the minimum working standards and
21 conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described
22 herein.

23 115. Defendants have engaged in unfair business practices in California by practicing,
24 employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically,
25 by requiring employees to perform the labor services complained of herein without the requisite
26 compensation.

27 116. Defendants' use of such practices constitutes an unfair business practice, unfair
28 competition and provides and unfair advantage over Defendants' competitors.

1 117. Plaintiffs have suffered injury in fact and have lost money or property as a result of such
2 unfair competition.

3 118. Plaintiffs seek full restitution from Defendants, as necessary and according to proof,
4 restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair
5 practices complained of herein.

6 119. Further, if Defendants are not enjoined as set forth above, Defendants will continue to
7 practice, employ, and utilize the employment practices outlined in the preceding paragraphs.

8 120. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction
9 prohibiting Defendants from engaging in the foregoing conduct.

10 121. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary
11 relief sought from Defendants.

12 **TENTH CAUSE OF ACTION**

13 **PENALTIES PURSUANT TO LABOR CODE §2698 et seq.**

14 **(On Behalf of All Classes)**

15 **(Against All Defendants)**

16 122. Plaintiff incorporates by reference and reallege each and every one of the allegations
17 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

18 123. Here, Defendants violated various provisions of the Labor Code and relevant portions of
19 the applicable Wage Order as referenced in the causes of action supra.

20 124. This cause of action and this representation is brought by Plaintiff on behalf of himself,
21 the State of California and Defendants' current and former non-exempt hourly paid employees to whom
22 defendants violated the applicable California wage and hour laws as referenced supra.

23 125. As set forth supra, Defendants consistently implemented, maintained and enforced
24 unlawful policies and practices regarding Plaintiffs and the aggrieved employees in violation of
25 California wage and hour laws and identified supra and Labor Code Sections 2698 et seq.

26 126. Such policies and practices, as described supra, violated the Labor Code, and therefore
27 trigger civil penalties insofar as the underlying provisions are enumerated in Labor Code Section
28 2699.5. Therefore, Plaintiff on behalf of himself, the State of California and all aggrieved employees

bring this representative PAGA action pursuant to the violation of the Labor Code referenced supra seeking penalties for the violations alleged herein, reasonable attorneys' fees and costs, and other relief deemed proper.

127. Pursuant to Labor Code Section 2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency, may as an alternative, be recovered through a civil action brought by an aggrieved employee, on behalf of himself or herself and other current or former employees), the members of all Classes seek recovery of applicable civil penalties.

128. Pursuant to Labor Code Section 2699(f) (which provides that for all provisions of the Labor Code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions), the members of all Classes seek recovery of the applicable civil penalties pursuant to Labor Code §2699.

129. In addition, under Labor Code §2699, 65% of all penalties obtained are to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and 35% to all aggrieved employees.

130. Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs pursuant to Labor Code §§2699(k)(1), 218.5 and any other applicable statutes.

131. Labor Code §2699.3(a) states that a civil action by an aggrieved employee pursuant to subdivision(a) or (f) of Section 2699 alleging a violation of any provisions listed in Section 2699.5 shall commence only after the following requirements have been met: (1) the aggrieved employee or representative shall give notice to the LWDA and the employer of the specific provision of this code alleged to have been violated.

132. Here, Plaintiffs' civil action alleged violation of provisions listed in Labor Code §2699.5. As such, Labor Code §2699.3(a) applies to this action.

133. Plaintiffs complied with Labor Code §2699.3(a) in that Plaintiffs gave proper notice to the LWDA and Defendants to the specific provision of the Labor Code alleged to have been violated.

134. Labor Code §2699.3(a) further states in pertinent part: "(2)(A) The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to

investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to section 2699.”

135. Plaintiffs have complied with Labor Code §2699.3(a) and have been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code §2699.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

a. That the Court issue an Order certifying the Classes herein, appointing all named Plaintiffs as representative of all others similarly situated, and the law firm representing all named Plaintiffs as counsel for the members of the Classes;

As to the First Cause of Action for Failure to Pay Overtime wages:

a. For recovery of the unpaid balance of the full amount of overtime compensation due and owing, calculated at the appropriate rate and according to proof;

b. For pre-judgment interest as allowed by Labor Code § 218.6, Labor Code § 1194(a) and CC § 3287;

c. For an award of reasonable attorneys’ fees and costs pursuant to Labor Code § 1194(a);

As to the Second Cause of Action for Failure to Pay Minimum Wages

d. For recovery of liquidated damages, on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

e. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287, the members of the Minimum Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

f. Pursuant to Labor Code §1194(a), the members of the Minimum Wage Class request that the Court award reasonable attorneys’ fees and costs incurred by them in this action

As to the Third Cause of Action for Failure to Pay Overtime Wages at the Legal Overtime Pay Rate:

g. For damages, as set forth in Labor Code §1194(a) and the IWC Wage Order(s) regarding wages due and owing, according to proof

h. For pre-judgment interest as authorized by Labor Code § 218.6, Labor Code §1194(a), and CC § 3287;

i. For an award of reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and/or Labor Code §1194(a);

As to the Fourth Cause of Action for Failure to Provide Meal Periods or Compensation in Lieu of:

j. For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal period was not provided;

k. For pre-judgment interest as authorized by Labor Code § 218.6 and CC § 3287;

As to the Fifth Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

l. For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a rest period was not provided;

m. For pre-judgment interest as authorized by Labor Code § 218.6 and CC § 3287;

n. For an award of reasonable attorneys' fees and costs pursuant to Labor Code;

As to the Sixth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

o. For recovery as authorized by Labor Code § 226(e);

p. For injunctive relief to ensure Defendants' compliance with Labor Code § 226 and the IWC Wage Orders § 7(A) pursuant to Labor Code § 226(h);

q. For an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(e) and/or § 226(h);

As to the Seventh Cause of Action for Violations of Labor Code §203:

r. For recovery as authorized by Labor Code § 203;

s. For pre-judgment interest as allowed CC § 3287;

1. As to the Eighth Cause of Action for Violations of Labor Code §2802:

t. Damages according to proof;

u. Reasonable attorney's fees and costs;

As to the Ninth Cause of Action for Unfair Business Practices:

1 v. For an accounting, under administration of Plaintiffs and/or receiver and subject to Court
2 review, to determine the amount to be returned by Defendants, and the amounts to be refunded to
3 members of the Classes who are owed monies by Defendants;

4 w. For an Order requiring Defendants to identify each member of the Classes by name,
5 home address, and home telephone number;

6 x. For an Order requiring Defendants to make full restitution and payment pursuant to
7 California law;

8 y. For an Order for a preliminary and /or permanent injunction prohibiting Defendants
9 from engaging in the acts complained of herein;

10 z. For the creation of an administrative process wherein each injured member of the
11 Classes may submit a claim in order to receive his/her money;

12 aa. For all other appropriate injunctive, declaratory, and equitable relief;

13 bb. For interest to the extent permitted by law;

14 cc. For an award of attorneys' fees and costs incurred in the investigation, filing and
15 prosecution of this action pursuant to CCP § 1021.5, B&PC § 17200, et. seq., Labor Code § 1194
16 and/or any other applicable provision of law;

17 As to the Tenth Cause of action:

18 dd. For penalties as authorized by Labor Code §2698 et seq;

19 ff. For civil penalties under Labor Code §558;

20 gg. For an award of reasonable attorney's fees and costs incurred.

21 As to All Causes of Action:

22 hh. For such other and further relief as this Court may deem just and proper; and

23 ii. For reasonable attorneys' fees and costs incurred.

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DATED: March 4, 2026

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PROOF OF SERVICE

Achille v. UP Fitness Inc., et al.

LASC Case No. 25STCV36675

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozian Law Firm, APC, and I made the service referred to below at their direction. My business address is 10940 Wilshire Blvd., Suite 1200, Los Angeles, CA 90024.

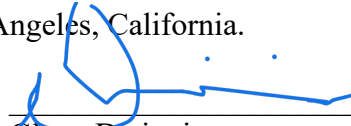
On March 5, 2026, I served true copies of **FIRST AMENDED CLASS ACTION COMPLAINT** on INTERESTED PARTIES as stated on the attached Service List.

- ☐ **BY MAIL:** by depositing the same for collection and mailing at Los Angeles, California, on the date hereinabove set forth, in sealed envelopes with the postage thereon fully prepaid. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under the practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after service of deposit for mailing in affidavit.
- ☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the office(s) of the addressee(s).
- ☐ **VIA FACSIMILE:** I caused the foregoing documents(s) to be transmitted to the below-named individual(s) via facsimile prior to 5:00 p.m. on said date and the transmission was reported as complete and without error
- ☐ **VIA OVERNIGHT COURIER:** I caused the above-referenced documents(s) to be delivered to FEDERAL EXPRESS for delivery to the below-named individual(s).
- ☒ **BY ELECTRONIC SERVICE:** Pursuant to agreement by the parties in this action and/or CCP § 1010.6 et seq., I caused such documents to be converted to Adobe .PDF format and uploaded to the Court-authorized Electronic Filing Service Provider (EFSP) ONE LEGAL LLC, authorizing said EFSP to affect electronic service to the addressee(s) listed below.

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 5, 2026, at Los Angeles, California.


Glenn Dwiggins

SERVICE LIST

LAUREN ROSEMAN, ESQ.

lroseman@fisherphillips.com

SHANNON FRENCH, ESQ.

sfrench@fisherphillips.com

FISHER & PHILLIPS LLP

2050 Main Street, Suite 1000

Irvine, California 92614

Telephone: (949) 851-2424

Facsimile: (949) 851-0152

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PROOF OF SERVICE

Achille v. UP Fitness Inc., et al.

LASC Case No. 25STCV36675

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozian Law Firm, APC, and I made the service referred to below at their direction. My business address is 10940 Wilshire Blvd., Suite 1200, Los Angeles, CA 90024.

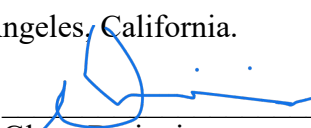
On March 9, 2026, I served true copies of **FIRST AMENDED CLASS ACTION COMPLAINT – CONFORMED** on INTERESTED PARTIES as stated on the attached Service List.

- ☐ **BY MAIL:** by depositing the same for collection and mailing at Los Angeles, California, on the date hereinabove set forth, in sealed envelopes with the postage thereon fully prepaid. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under the practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after service of deposit for mailing in affidavit.
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SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 9, 2026, at Los Angeles, California.



Glenn Dwiggins

SERVICE LIST

LAUREN ROSEMAN, ESQ.

lroseman@fisherphillips.com

SHANNON FRENCH, ESQ.

sfrench@fisherphillips.com

FISHER & PHILLIPS LLP

2050 Main Street, Suite 1000

Irvine, California 92614

Telephone: (949) 851-2424

Facsimile: (949) 851-0152