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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

FELIPE VEGA GOMEZ, individually, and on
behalf of all others similarly situated, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act
("PAGA");

Plaintiff,

vs.

BACK NINE GREENS, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CVRI2600730

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.], and
9. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.].

DEMAND FOR JURY TRIAL



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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

18 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
19 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiff, the State of California, and past and present non-exempt, hourly-paid employees of
21 Defendants who worked in California during the applicable statute of limitations period
22 (hereinafter referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Riverside County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission (“IWC”), and the California Business & Professions Code.

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

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

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



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

THE PARTIES

Plaintiff

8. Plaintiff is a California resident that worked for Defendants in the County of Riverside, State of California, as an hourly, non-exempt Installer from approximately April 2019 to approximately February 2025.

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

Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Back Nine Greens, Inc. is:

- (a) A California corporation with its principal place of business in Palm Desert, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Riverside; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class and the Aggrieved Employees. Defendant suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

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

1 Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants
2 when they have been ascertained, together with appropriate charging allegations, as may be
3 necessary.

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

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

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

22 14. Plaintiff is a California resident who worked for Defendants in the County of
23 Riverside, State of California, as a Installer during the statutory period. Plaintiff was typically
24 scheduled to work 5 days in a workweek, and typically in excess of 8 hours in a single workday.

25 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
26 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
27 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
28 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all



1 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to
2 furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience
3 working for Defendants was typical and illustrative.

4 16. Throughout the statutory period, Plaintiff, the Class, and the Aggrieved
5 Employees worked more than 8 hours in a workday and more than 40 hours in a workweek.
6 Defendants maintained a policy and practice of not paying Plaintiff, the Class, and the
7 Aggrieved Employees for all hours worked, including all overtime wages. In those instances
8 where Plaintiff, the Class, and the Aggrieved Employees earned non-discretionary bonuses and
9 other remuneration, Defendants failed to incorporate all remuneration when calculating the
10 correct overtime rate of pay, meal break premium rate of pay, rest break premium rate of pay,
11 and sick day rate of pay. Defendants also regularly used a system of time rounding in a manner
12 that resulted, over a period of time, in failing to compensate Plaintiff, the Class, and the
13 Aggrieved Employees properly for all the time they have actually worked, even though the
14 realities of Defendants' operations are such that it is possible, practical, and feasible to count
15 and pay for work time to the minute. Also throughout the statutory period, Plaintiff, the Class,
16 and the Aggrieved Employees were required to work "off-the-clock" and uncompensated. For
17 example, despite requiring Plaintiff, the Class, and the Aggrieved Employees to perform work
18 duties after their scheduled shifts, Defendants refused to allow Plaintiff, the Class, and the
19 Aggrieved Employees to record this time and failed to compensate them. Additionally, Plaintiff,
20 the Class, and the Aggrieved Employees were required to keep their personal cell phones on at
21 all times including during meal periods, and were required to respond to work requests from
22 supervisors while clocked out during purported meal periods. Despite being required to perform
23 these work tasks, Plaintiff, the Class, and the Aggrieved Employees were not compensated for
24 this time worked. In maintaining a practice of not paying all wages owed, Defendants failed to
25 maintain accurate records of the hours Plaintiff, the Class, and the Aggrieved Employees
26 worked.

27 17. Throughout the statutory period, Defendants have wrongfully failed to provide
28 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.



1 Defendants often required Plaintiff, the Class, and the Aggrieved Employees to work in excess
2 of five consecutive hours a day without providing 30-minute, continuous and uninterrupted,
3 duty-free meal period for every five hours of work, or without compensating Plaintiff, the Class,
4 and the Aggrieved Employees for meal periods that were not provided by the end of the fifth
5 hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiff, the
6 Class, and the Aggrieved Employees of their right to take a meal period by the end of the fifth
7 hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Plaintiff,
8 the Class, and the Aggrieved Employees were often required to work during their meal periods,
9 leading to the failure to provide uninterrupted meal periods. For example, Plaintiff, the Class,
10 and the Aggrieved Employees were required to prioritize urgent work tasks before starting their
11 meal periods or during their meal periods, resulting in late, shortened, or interrupted meal
12 periods. These requirements also meant Plaintiff, the Class, and the Aggrieved Employees were
13 not relieved of all duty during their meal periods. For example, Plaintiff, the Class, and the
14 Aggrieved Employees were required to always keep their personal cell phones on, including
15 during meal periods, and were required to respond to work requests from supervisors while
16 clocked out during purported meal periods. Additionally, when Plaintiff, the Class, and the
17 Aggrieved Employees worked shifts that were over 10 hours in length, Defendants failed to
18 provide a second meal period altogether. As a result, Plaintiff, the Class, and the Aggrieved
19 Employees were not provided with uninterrupted and complete meal periods. Accordingly,
20 Defendants' policy and practice was to not provide meal periods to Plaintiff, the Class, and the
21 Aggrieved Employees in compliance with California law.

22 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
23 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest
24 periods. Defendants often required Plaintiff, the Class, and the Aggrieved Employees to work in
25 excess of four consecutive hours a day without Defendants authorizing and permitting them to
26 take a net 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
27 major fraction thereof), or without compensating Plaintiff, the Class, and the Aggrieved
28 Employees for rest periods that were not authorized or permitted. Defendants also did not



1 adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a rest
2 period. Moreover, Defendants did not have adequate policies or practices permitting or
3 authorizing rest periods for Plaintiff and the Class, nor did Defendants have adequate policies or
4 practices regarding the timing of rest periods. Defendants also did not have adequate policies or
5 practices to verify whether Plaintiff, the Class, and the Aggrieved Employees were taking their
6 required rest periods. Further, Defendants did not maintain accurate records of employee work
7 periods, and therefore Defendants cannot demonstrate that Plaintiff, the Class, and the
8 Aggrieved Employees took rest periods during the middle of each work period. For example,
9 Plaintiff, the Class, and the Aggrieved Employees were required to prioritize urgent work tasks
10 before starting their rest periods or during their rest periods, resulting in late, shortened, or
11 interrupted rest periods. These requirements also meant Plaintiff, the Class, and the Aggrieved
12 Employees were not relieved of all duty during their rest periods. For example, Plaintiff, the
13 Class, and the Aggrieved Employees were required to keep their personal cell phones on at all
14 times, including during rest periods, and were required to respond to work requests from
15 supervisors while on their purported rest periods. Additionally, Plaintiff, the Class, and the
16 Aggrieved Employees were not allowed to leave the work premises during purported rest
17 periods. As a result, Plaintiff, the Class, and the Aggrieved Employees were rarely provided
18 with compliant rest periods and were regularly required to work through their rest periods.
19 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff, the
20 Class, and the Aggrieved Employees to take rest periods in compliance with California law.

21 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
22 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
23 their duties for Defendants without reimbursement. For example, Plaintiff, the Class, and the
24 Aggrieved Employees were required to use their personal cell phones for work purposes such as
25 communicating with co-workers and supervisors regarding work-related issues. Plaintiff, the
26 Class, and the Aggrieved Employees were also required to purchase tools such as knee pads and
27 gloves, but were not reimbursed for these expenses. Plaintiff, the Class, and the Aggrieved
28 Employees were not adequately compensated for these work-related expenses.



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

6 21. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
7 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
8 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
9 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
10 were not provided in accordance with California law, correct wages for rest periods that were
11 not authorized and permitted to take in accordance with California law, and Defendant's
12 address). As a result of these violations of California Labor Code § 226(a), the Plaintiff, the
13 Class, and the Aggrieved Employees suffered injury because, among other things:

- 14 (a) the violations led them to believe that they were not entitled to be paid
15 minimum wages, overtime wages, meal period premium wages, and rest
16 period premium wages to which they were entitled, even though they were
17 entitled;
- 18 (b) the violations led them to believe that they had been paid the minimum,
19 overtime, meal period premium, and rest period premium wages, even
20 though they had not been;
- 21 (c) the violations led them to believe they were not entitled to be paid
22 minimum, overtime, meal period premium, and rest period premium wages
23 at the correct California rate even though they were;
- 24 (d) the violations led them to believe they had been paid minimum, overtime,
25 meal period premium, and rest period premium wages at the correct
26 California rate even though they had not been;
- 27 (e) the violations hindered them from determining the amounts of minimum,
28 overtime, meal period premium, and rest period premium owed to them;



- 1 (f) in connection with their employment before and during this action, and in
2 connection with prosecuting this action, the violations caused them to have
3 to perform mathematical computations to determine the amounts of wages
4 owed to them, computations they would not have to make if the wage
5 statements contained the required accurate information;
- 6 (g) by understating the wages truly due them, the violations caused them to
7 lose entitlement and/or accrual of the full amount of Social Security,
8 disability, unemployment, and other governmental benefits;
- 9 (h) the wage statements inaccurately understated the wages, hours, and wages
10 rates to which Plaintiff, the Class, and the Aggrieved Employees were
11 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid
12 less than the wages and wage rates to which they were entitled.

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

15 **CLASS ACTION ALLEGATIONS**

16 22. Plaintiff brings certain claims individually, as well as on behalf of each and all
17 other persons similarly situated, and thus, seek class certification under California Code of Civil
18 Procedure § 382.

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

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

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

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

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

28 27. There is a well-defined community of interest in the litigation and the Class is



1 readily ascertainable:

- 2 (a) Numerosity: The members of the Class (and each subclass, if any) are so
3 numerous that joinder of all members would be unfeasible and impractical.
4 The membership of the entire Class is unknown to Plaintiff at this time,
5 however, the Class is estimated to be greater than 100 individuals and the
6 identity of such membership is readily ascertainable by inspection of
7 Defendants' records.
- 8 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
9 the interests of each Class Member with whom there is a shared, well-
10 defined community of interest, and Plaintiff's claims (or defenses, if any)
11 are typical of all Class Members' claims as demonstrated herein.
- 12 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
13 the interests of each Class Member with whom there is a shared, well-
14 defined community of interest and typicality of claims, as demonstrated
15 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
16 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
17 the rules governing class action discovery, certification, and settlement.
18 Plaintiff has incurred, and throughout the duration of this action, will
19 continue to incur costs and attorneys' fees that have been, are, and will be
20 necessarily expended for the prosecution of this action for the substantial
21 benefit of each class member.
- 22 (d) Superiority: A Class Action is superior to other available methods for the
23 fair and efficient adjudication of the controversy, including consideration
24 of:
- 25 1) The interests of the members of the Class in individually
26 controlling the prosecution or defense of separate actions;
 - 27 2) The extent and nature of any litigation concerning the controversy
28 already commenced by or against members of the Class;



- 1 3) The desirability or undesirability of concentrating the litigation of
2 the claims in the particular forum; and
3 4) The difficulties likely to be encountered in the management of a
4 class action.

5 (e) Public Policy Considerations: The public policy of the State of California
6 is to resolve the California Labor Code claims of many employees through
7 a class action. Indeed, current employees are often afraid to assert their
8 rights out of fear of direct or indirect retaliation. Former employees are
9 also fearful of bringing actions because they believe their former
10 employers might damage their future endeavors through negative
11 references and/or other means. Class actions provide the class members
12 who are not named in the complaint with a type of anonymity that allows
13 for the vindication of their rights at the same time as their privacy is
14 protected.

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

- 18 (a) Failed to pay Class Members for all hours worked, including minimum
19 wages, and overtime wages;
20 (b) Failed to provide meal periods and pay meal period premium wages to
21 Class Members;
22 (c) Failed to authorize and permit rest periods and pay rest period premium
23 wages to Class Members;
24 (d) Failed to promptly pay all wages due to Class Members upon their
25 discharge or resignation;
26 (e) Failed to maintain accurate records of all hours Class Members worked,
27 and all meal periods Class Members took or missed;
28 (f) Failed to reimburse Class Members for all necessary business expenses;

1 and

- 2 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
3 result of their illegal conduct as described above.

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

- 6 (a) The questions of law and fact common to the Class predominate over any
7 question affecting only individual members;
- 8 (b) A class action is superior to any other available method for the fair and
9 efficient adjudication of the claims of the members of the Class;
- 10 (c) The members of the Class are so numerous that it is impractical to bring all
11 members of the class before the Court;
- 12 (d) Plaintiff, and the other members of the Class, will not be able to obtain
13 effective and economic legal redress unless the action is maintained as a
14 class action;
- 15 (e) There is a community of interest in obtaining appropriate legal and
16 equitable relief for the statutory violations, and in obtaining adequate
17 compensation for the damages and injuries for which Defendants are
18 responsible in an amount sufficient to adequately compensate the members
19 of the Class for the injuries sustained;
- 20 (f) Without class certification, the prosecution of separate actions by
21 individual members of the class would create a risk of:
- 22 1) Inconsistent or varying adjudications with respect to individual
23 members of the Class which would establish incompatible standards
24 of conduct for Defendants; and/or
- 25 2) Adjudications with respect to the individual members which would,
26 as a practical matter, be dispositive of the interests of other
27 members not parties to the adjudications, or would substantially
28 impair or impede their ability to protect their interests, including but

not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

30. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

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

31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

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

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

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

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

4 36. By virtue of the Defendants' unlawful failure to pay additional compensation to
5 Plaintiff, the Class, and the Aggrieved Employees for their non-overtime hours worked without
6 pay, Plaintiff, the Class, and the Aggrieved Employees suffered, and will continue to suffer,
7 damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed
8 the jurisdictional minimum of this Court, and which will be ascertained according to proof at
9 trial.

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

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

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

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

25 **SECOND CAUSE OF ACTION**

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

27 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein
28 paragraphs 1 through 20 in this Complaint.

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

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

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

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

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

20 47. By failing to keep adequate time records required by Labor Code § 1174(d),
21 Defendants have made it difficult to calculate the full extent of overtime compensation due to
22 Plaintiff, the Class, and the Aggrieved Employees.

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

27 49. California Labor Code § 204 requires employers to provide employees with all
28 wages due and payable twice a month. The Wage Orders also provide that every employer shall



1 pay to each employee, on the established payday for the period involved, overtime wages for all
2 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff, the Class,
3 and the Aggrieved Employees with all compensation due, in violation of California Labor Code
4 § 204.

5 **THIRD CAUSE OF ACTION**

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

7 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein
8 paragraphs 1 through 20 in this Complaint.

9 51. Under California law, Defendants have an affirmative obligation to relieve the
10 Plaintiff, the Class, and the Aggrieved Employees of all duty in order to take their first daily
11 meal periods no later than the start of Plaintiff, the Class, and the Aggrieved Employees' sixth
12 hour of work in a workday, and to take their second meal periods no later than the start of the
13 eleventh hour of work in the workday. Section 512 of the California Labor Code, and Section
14 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at
15 least 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the
16 California Labor Code for an employer to require any employee to work during any meal period
17 mandated under any Wage Order.

18 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff,
19 the Class, and the Aggrieved Employees with both meal periods as required by California law.
20 By their failure to permit and authorize Plaintiff, the Class, and the Aggrieved Employees to
21 take all meal periods as alleged above (or due to the fact that Defendants made it impossible or
22 impracticable to take these uninterrupted meal periods), Defendants willfully violated the
23 provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

24 53. Under California law, Plaintiff, the Class, and the Aggrieved Employees are
25 entitled to be paid one hour of additional wages at the regular rate of pay for each workday he or
26 she was not provided with all required meal period(s), plus interest thereon.

27 **FOURTH CAUSE OF ACTION**

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

54. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

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

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

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

FIFTH CAUSE OF ACTION

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

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

59. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay and indemnify the Plaintiff, the Class, and the Aggrieved Employees for their



1 necessary expenditures and losses incurred in direct consequence of the discharge of their duties
2 or of their obedience to directions of Defendants.

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

6 61. Plaintiff, the Class, and the Aggrieved Employees they represent are entitled to
7 attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest
8 pursuant to Labor Code section 2802(b).

9 **SIXTH CAUSE OF ACTION**

10 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
11 **Penalties)**

12 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 20 in this Complaint.

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

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

26 65. Defendants' failure to pay Plaintiff and those Class members who are no longer
27 employed by Defendants their wages earned and unpaid at the time of discharge, or within
28

seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

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

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

SEVENTH CAUSE OF ACTION

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

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

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



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

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

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

74. Calculation of the true wage entitlement for Plaintiff, the Class, and the Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiff, the Class, and the Aggrieved Employees were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

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

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

EIGHTH CAUSE OF ACTION

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

77. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.



1 78. Defendants, and each of them, are “persons” as defined under California Business
2 & Professions Code § 17201.

3 79. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
4 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff
5 seeks to enforce important rights affecting the public interest within the meaning of Code of
6 Civil Procedure § 1021.5.

7 80. Defendants’ activities, as alleged herein, are violations of California law, and
8 constitute unlawful business acts and practices in violation of California Business & Professions
9 Code §§ 17200, *et seq.*

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

16 **Failure to Pay Minimum Wages**

17 82. Defendants’ failure to pay minimum wages, and other benefits in violation of the
18 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
19 Business & Professions Code §§ 17200, *et seq.*

20 **Failure to Pay Overtime Wages**

21 83. Defendants’ failure to pay overtime compensation and other benefits in violation
22 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
23 prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

25 84. Defendants’ failure to maintain accurate records of all hours worked in accordance
26 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
27 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

28 **Failure to Provide Meal Periods**



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

Failure to Authorize and Permit Rest Periods

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

Failure to Indemnify Necessary Business Expenses

87. Defendants' failure to indemnify employees for necessary business expenses in accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Provide Accurate Itemized Wage Statements

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

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

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

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

1 recover restitution.

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

7 93. Plaintiff, individually, and on behalf of members of the putative class, has no
8 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
9 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
10 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
11 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
12 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
13 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

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

17 95. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
18 and putative Class Members are entitled to restitution of the wages withheld and retained by
19 Defendants during a period that commences four years prior to the filing of this complaint; a
20 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
21 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
22 1021.5 and other applicable laws; and an award of costs.

23 **NINTH CAUSE OF ACTION**

24 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act**
25 **of 2004, Cal. Lab. Code § 2698 et seq.)**

26 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 30 in this Complaint.
28

1 97. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable Industrial Welfare Commission Orders.

3 98. California Labor Code § 2699(a) specifically provides for a private right of action
4 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
5 law, any provision of this code that provides for a civil penalty to be assessed and collected by
6 the Labor and Workforce Development Agency or any of its departments, divisions,
7 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
8 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
9 herself and other current or former employees pursuant to the procedures specified in Section
10 2699.3.”

11 99. Plaintiff has exhausted his administrative remedies pursuant to California Labor
12 Code § 2699.3. On January 31, 2026, he gave written notice by online filing to the Labor and
13 Workforce Development Agency and by certified mail to Defendants of the specific provisions
14 of the Labor Code that Defendants have violated against Plaintiff and certain current and former
15 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
16 paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1154169-26.

17 100. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
18 Workforce Development Agency has not indicated that it intends to investigate Defendants’
19 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
20 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
21 the Labor Code described in this Complaint. These penalties include, but are not limited to,
22 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

23 101. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
24 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
25 employing labor who willfully fails to maintain accurate and complete records required by
26 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
27 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
28 begins and ends each work period. Meal periods, and total hours worked daily shall also be



1 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
2 keep total hours worked in the payroll period and applicable rates of pay.

3 102. During the time period of employment for Plaintiff and the Aggrieved Employees,
4 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
5 maintain accurate records showing meal periods, and accurate records of the hours Plaintiff and
6 the Aggrieved Employees worked. Defendants' failure to provide and maintain records required
7 by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the
8 ability to know, understand and question the accuracy and frequency of meal periods, and the
9 time they actually worked. Therefore, Plaintiff and the Aggrieved Employees had no way to
10 dispute the resulting failure to pay wages, all of which resulted in an unjustified economic
11 enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have
12 suffered and continue to suffer, substantial losses related to the use and enjoyment of such
13 wages, lost interest on such wages and expenses and attorney's fees in seeking to compel
14 Defendants to fully perform its obligation under state law, all to their respective damage in
15 amounts according to proof at trial. Because of Defendants' knowing failure to comply with the
16 Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also
17 suffered an injury in that they were prevented from knowing, understanding, and disputing the
18 wage payments paid to them.

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

24 104. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
25 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
26 any action shall be entitled to an award of reasonable attorney's fees and costs."
27
28



1 **PRAYER FOR RELIEF**

2 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
3 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
4 follows:

5 **Class Certification**

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

10 **As to the First Cause of Action**

- 11 4. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
13 minimum wages due;
14 5. For general unpaid wages as may be appropriate;
15 6. For pre-judgment interest on any unpaid compensation commencing from the date
16 such amounts were due;
17 7. For liquidated damages;
18 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
19 California Labor Code § 1194(a); and,
20 9. For such other and further relief as the Court may deem equitable and appropriate.

21 **As to the Second Cause of Action**

- 22 10. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
24 overtime wages due;
25 11. For general unpaid wages at overtime wage rates as may be appropriate;
26 12. For pre-judgment interest on any unpaid overtime compensation commencing
27 from the date such amounts were due;
28 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to



1 California Labor Code § 1194(a); and,

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

3 As to the Third Cause of Action

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

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

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

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

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

12 As to the Fourth Cause of Action

13 20. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

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

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

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

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

21 As to the Fifth Cause of Action

22 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
23 2802 and the IWC Wage Orders;

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

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

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



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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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



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

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

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

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

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

11 As to the Ninth Cause of Action

12 46. That the Court declare, adjudge and decree that Defendants violated the California
13 Labor Code by failing to pay all wages owed, including overtime, failure to provide meal
14 periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest
15 periods, failing to indemnify necessary business expenses, failing to pay final wages at
16 termination, and failing to furnish accurate wage statements;

17 47. For all actual, consequential and incidental losses, according to proof;

18 48. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all
19 other applicable Labor Code provisions;

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

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

23 As to all Causes of Action

24 50. For any additional relief that the Court deems just and proper.



1
2 Dated: April 22, 2026

Respectfully submitted,

3 **THE SENTINEL FIRM, APC**

4
5 By: 
6 Seung L. Yang
7 Tiffany Hyun
8 Andrew Weaver
9 Attorneys for Plaintiff

10
11 **DEMAND FOR JURY TRIAL**

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

13 Dated: April 22, 2026

THE SENTINEL FIRM, APC

14
15 By: 
16 Seung L. Yang
17 Tiffany Hyun
18 Andrew Weaver
19 Attorneys for Plaintiff



