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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By A. Gidron ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JOHN PAUL RONDEAU, as an individual, on
behalf of himself and all other Aggrieved
Employees, and as a representative of the State
of California,

Plaintiff,

v.

D. O. S. PIZZA, INC., a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

REPRESENTATIVE ACTION FOR PAGA
PENALTIES

[Labor Code § 2698, et seq.]

1. Representative Claims under the Private
Attorneys General Act [Labor Code § 2698, et
seq.]

Plaintiff JOHN PAUL RONDEAU (“Plaintiff”), by and through his attorneys of record, brings this enforcement action under the Private Attorneys General Act of 2004 on behalf of himself and all other Aggrieved Employees against Defendant D. O. S. PIZZA, INC., and Does 1 through 50, inclusive (collectively, “Defendants” or “D. O. S. PIZZA”) on the following grounds:

I. INTRODUCTION

1. This enforcement action is brought by Plaintiff on behalf of himself and all current and former employees of Defendant in the state of California who performed work during the relevant time period (hereinafter “Aggrieved Employees”).

2. Through this action, Plaintiff alleges that Defendants have violated the California Labor Code (“Labor Code”) and the applicable Industrial Welfare Commission (“IWC”) Wage Orders by, among other things:

- a. Failing to timely pay all minimum and/or regular wages during employment;
- b. Failing to provide the opportunity to take legally compliant meal periods and/or timely pay premium wages;
- c. Failing to authorize and permit legally compliant rest periods and/or timely pay premium wages;
- d. Failing to furnish accurate itemized wage statements;
- e. Failing to reimburse business expenses; and
- f. Making unauthorized deductions from wages.

2. By and through this action, Plaintiff, on behalf of himself and all other Aggrieved Employees, seeks to recover all available remedies, including, but not limited to civil penalties, attorney’s fees, and costs of suit.

3. All allegations in this complaint are based upon information and belief, except for those allegations that specifically pertain to Plaintiff, which are based upon his personal knowledge and experience. Each allegation in this complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

II. JURISDICTION AND VENUE

4. Pursuant to Labor Code section 2698 *et seq.*, Plaintiff brings this action on behalf of himself

1 and all other Aggrieved Employees as defined herein.

2 5. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section
3 410.10. Defendants are licensed to do business, and are actually doing business, in the state of California.
4 The amount in controversy, exclusive of interest, costs, and attorneys' fees exceeds the minimum
5 jurisdictional amount for this Court.

6 6. This Court has personal jurisdiction over Defendants because Defendants conduct business
7 in the state of California and have caused injuries in the county of San Diego, as well as throughout the
8 state of California, through their acts and/or omissions, and by and through their violations of the Labor
9 Code and the relevant IWC Wage Order, as alleged herein.

10 7. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a)
11 and 395.5 because many of the acts, conduct, and events alleged herein occurred within this county.
12 Defendants transact business in this county and are otherwise within this Court's jurisdiction for purposes
13 of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
14 Aggrieved Employees within this county and throughout the state of California.

15 **III. PARTIES**

16 **A. PLAINTIFF**

17 8. Plaintiff JOHN PAUL RONDEAU is a natural person who is, and at all times relevant to
18 this action, was an individual residing in San Diego County, and in the State of California.

19 9. Plaintiff was employed by Defendant D. O. S. PIZZA in California beginning in
20 approximately January 2024. Plaintiff is still employed by Defendant D. O. S. PIZZA.

21 10. Plaintiff performed work for Defendant D. O. S. PIZZA in San Diego County, California.
22 At all relevant times, Plaintiff was classified by Defendants as a non-exempt, hourly-paid employee for
23 purposes of the California Labor Code and the applicable IWC Wage Orders. Plaintiff regularly worked
24 approximately twenty-five (25) hours per week.

25 **B. DEFENDANTS**

26 11. Defendant D. O. S. PIZZA is a California corporation with its principal place of business
27 in Culver City, California. D. O. S. PIZZA operates several Domino's Pizza franchise locations throughout
28 Southern California.

12. At all relevant times, Defendants employed Plaintiff and, upon information and belief the other Aggrieved Employees, and exercised control over their wages, hours, and working conditions, and suffered or permitted them to work.

13. Plaintiff is informed and believes, and thereon alleges, that Defendants, at all times relevant to this complaint, are subject to the Labor Code and applicable IWC Wage Order, as defined therein, whose employees were and are engaged throughout this county within the state of California.

14. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of Defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore use these Defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will amend this complaint to allege the true names and capacities of Does 1 through 50 when they are ascertained.

15. At all times relevant to this complaint, the acts alleged to have been done and/or caused by the named Defendants are also alleged to have been done and/or caused by the fictitiously named Defendants and by each of their agents and/or employees who acted within the scope of their agency and/or employment.

16. At all times relevant to this complaint, each named Defendant, including each fictitiously named Defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of the other Defendants, and in doing the things alleged herein, acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

17. At all times relevant to this complaint, the acts and/or omissions of each of the Defendants, including each fictitiously named Defendant, concurrently contributed to the various acts and/or omissions of each and every one of the other Defendants, including each fictitiously named Defendant, in proximately causing the wrongful conduct, harm, and/or damages alleged herein. Each of the Defendants, including each fictitiously named Defendant, approved of, condoned, and/or otherwise ratified each and every one of the acts and/or omissions complained herein. Each Defendant, including each fictitiously named Defendant, was and is acting with authority of each and every other Defendant and/or are acting as agents of each and every other Defendant or Doe Defendant.

18. At all times relevant to this Complaint, there was a unity of interest and ownership between

each Defendant, including each fictitiously named Defendant, such that all Defendants acted as a single employer of Plaintiff and all other Aggrieved Employees.

19. At all times relevant to this Complaint, each Defendant, including each fictitiously named Defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff and all other Aggrieved Employees, including, but not limited to, implementing standard policies, practices, and procedures.

20. At all times relevant to this Complaint, each Defendant, including each fictitiously named Defendant, caused Aggrieved Employees, including Plaintiff, to work and/or prevented Plaintiff and other Aggrieved Employees from working.

21. At all times relevant to this Complaint, each Defendant, including each fictitiously named Defendant, had control over the Aggrieved Employees.

22. Each Defendant, including each fictitiously named Defendant, is alleged to have caused each of the violations alleged herein.

23. Each Defendant, including each fictitiously named Defendant, is jointly and severally liable for each of the violations alleged herein.

IV. FACTUAL ALLEGATIONS

24. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

25. Plaintiff was employed by, or has otherwise performed work for, Defendants from approximately January 2024 to the present date.

26. Plaintiff performed work as a delivery driver at Defendants' franchise location in San Marcos, California. As a delivery driver, Plaintiff's job duties involved delivering pizzas and other food items to customers in the area surrounding D. O. S. PIZZA's San Marcos location.

27. At all relevant times, Plaintiff was classified by Defendants as a non-exempt employee, earning an hourly wage of \$20.00 per hour, and was paid on a bi-weekly basis. Plaintiff typically worked approximately twenty-five (25) hours per week.

28. Defendant D. O. S. Pizza is a California corporation with its principal place of business in Culver City, California. D. O. S. Pizza operates approximately ten (10) Domino's Pizza franchise locations

1 throughout Southern California.

2 29. At all times relevant to this complaint, Defendants employed other Aggrieved Employees
3 who were and are classified as non-exempt employees, earned an hourly wage, and were paid on a bi-
4 weekly basis.

5 30. At all times relevant to this complaint, the policies and practices applicable to Plaintiff
6 were applicable to all other Aggrieved Employees.

7 31. Defendants denied Plaintiff and other Aggrieved Employees specific rights afforded to
8 them under the California Labor code and the applicable Industrial IWC Wage Order.

9 32. Defendants failed to timely pay all minimum, regular, and overtime wages owed; failed to
10 provide Plaintiff and other Aggrieved Employees with the opportunity to take legally compliant meal and
11 rest breaks or alternatively pay the applicable premiums; made unauthorized deductions from Aggrieved
12 Employee's wages; failed to reimburse for all business expenses; failed to maintain accurate records; and
13 failed issue accurate itemized wage statements; among others.

14 33. Defendants failed to pay Plaintiff and other Aggrieved Employees all minimum, regular,
15 and overtime wages. Defendants regularly prohibited Plaintiff and other Aggrieved Employees from
16 clocking in at their scheduled start times, even when they had already arrived at the workplace on time
17 and were ready to begin their shift. Instead, Defendants required Aggrieved Employees to remain inside
18 the store and wait until it was "a good time" for them to clock in. This resulted in unpaid time during
19 which they Aggrieved Employees were under Defendant's control and/or were suffered or permitted to
20 work.

21 34. Additionally, Plaintiff and other Aggrieved Employees were often clocked out by
22 management before they had completed their work. On multiple occasions Plaintiff was clocked out by
23 management while still on the road completing deliveries, returning to the store, and performing other
24 work-related duties before leaving for the day.

25 35. Defendants' policy and practice of falsifying Plaintiff's and other Aggrieved Employees'
26 time records by clocking them out while they were still working resulted in the deduction of hours worked
27 and the deprivation of wages earned.

28 36. Defendants failed to provide Plaintiff and other Aggrieved Employees with compliant meal

1 periods. Plaintiff regularly worked shifts in excess of five (5) hours but was denied his right to a thirty
2 (30) minute, uninterrupted, duty-free meal period before the end of his fifth hour.

3 37. Defendants maintained a policy and practice of only allowing those employees who
4 worked over eight (8) hours to take a meal break.

5 38. Plaintiff and other Aggrieved Employees who worked shifts between five (5) and eight (8)
6 hours were not given a meal period. Rather, without consent, management would falsely clock employees
7 out for meal periods before the end of their fifth hour, while requiring them to continue working.

8 39. Defendants had knowledge that employees were not permitted or authorized to take legally
9 compliant meal periods because Defendants created, implemented, and enforced this illegal policy.

10 40. Despite this, Defendants failed to timely pay Plaintiff and other Aggrieved Employees one
11 additional hour of pay at their regular rate of compensation for each workday that a lawful meal period
12 was not provided.

13 41. Defendants failed to authorize and permit Plaintiff and other Aggrieved Employees to take
14 an uninterrupted, duty-free rest period of at least ten (10) minutes for every four hours worked or major
15 fraction thereof.

16 42. Defendants have a policy and practice whereby any employee who works less than 6 hours
17 in a shift does not receive rest periods.

18 43. Defendants had knowledge that employees were not permitted or authorized to take legally
19 compliant rest periods because Defendants created, implemented, and enforced this illegal policy, but also
20 as a result of complaints made by employees to Defendants' Human Resources.

21 44. Despite this, Defendants failed to timely pay Plaintiff and other Aggrieved Employees one
22 additional hour of pay at their regular rate of compensation for each workday that a lawful rest period was
23 not provided.

24 45. Defendants also failed to reimburse Aggrieved Employees for business expenses incurred
25 as part of their employment.

26 46. Plaintiff and other Aggrieved Employees were required to use their personal vehicles to
27 perform delivery work, thereby incurring unreimbursed expenses for fuel, maintenance, insurance, and
28 depreciation.

1 47. Defendants also required Plaintiff and other Aggrieved Employees to use their personal
2 cell phones for navigation and GPS tracking while performing their delivery duties.

3 48. Defendants used a GPS tracking system which monitored employees through their personal
4 cell phones during all working hours, from clock-in until clock-out, thereby making the use of personal
5 cell phones a condition of employment.

6 49. Defendants' failure to reimburse delivery drivers for vehicle expenses including fuel,
7 maintenance, insurance, and depreciation, as well as personal cell phone use for work-required
8 navigation and GPS tracking, effectively reduced the hourly wage paid to Plaintiff and other Aggrieved
9 Employees. Although Plaintiff and other Aggrieved Employees incurred these necessary business
10 expenses in the discharge of their job duties, Defendants failed to provide reimbursement.

11 50. Defendants also had a common practice of making unauthorized deductions from wages.

12 51. Defendants enrolled Plaintiff and other Aggrieved Employees in an "insurance program"
13 without their knowledge or consent. Wage statements reflected unauthorized deductions labeled
14 "Medical" and "Other," which reduced Plaintiff's and other Aggrieved Employees' wages below the
15 amounts they had agreed to receive for their work.

16 52. Defendants required Plaintiff and other Aggrieved Employees to navigate an onerous
17 opt-out process to stop the unauthorized deductions.

18 53. Defendants failed to furnish Plaintiff and other Aggrieved Employees with accurate,
19 itemized wage statements.

20 54. The wage statements issued to Plaintiff and other Aggrieved Employees failed to reflect
21 wages for off-the-clock time spent under Defendants' control while waiting to clock in, work performed
22 after supervisors clocked employees out while they were still working, and premium wages for
23 non-compliant meal and/or rest periods.

24 55. Further, the wage statements issued also failed to clearly and accurately identify all
25 deductions including the unauthorized "Medical" and "Other" deductions that were made without consent.

26 56. Due to the missing, incorrect, inaccurate, and/or unclear information on their wage
27 statements, Plaintiff and other Aggrieved Employees were unable to promptly and easily determine their
28 gross and net wages earned and their total hours worked during the pay period.

57. Plaintiff believes that additional violations may be discovered and therefore reserves his right to allege additional violations of law as investigation and discovery warrants. In the event Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint.

V. PAGA DESIGNATION

58. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

59. Plaintiff represents himself and the following employees of Defendants:

Aggrieved Employees

All current and former non-exempt employees of D. O. S. PIZZA in the state of California who performed work during the period commencing on the date that is within one year and sixty-five days prior to the filing of this Complaint through and including the last date of trial (hereinafter the "PAGA Period"). To the extent that equitable tolling operates to toll the claims by the PAGA group against Defendant, the time period should be adjusted accordingly.

60. Plaintiff and other Aggrieved Employees are all "employees" as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

61. Plaintiff reserves his right to redefine the group of Aggrieved Employees as permitted by California law.

62. Pursuant to Labor Code section 2698 et seq., any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code 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 pursuant to the procedures specified in Labor Code section 2699.3.

63. Pursuant to the PAGA all civil penalties recovered must be allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees, pursuant to Labor Code section 2699(m).

64. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed notice of his claims with LWDA, D. O. S. PIZZA was Plaintiff's and all other Aggrieved Employees'

1 employer or person acting on behalf of Aggrieved Employees' employer, either individually or as an
2 officer, agent, or employee of another person, within the meaning of Labor Code sections 558(a) and
3 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California
4 state law, and as such, is subject to civil penalties for each underpaid employee.

5 65. Plaintiff himself is an "Aggrieved Employee" under the PAGA because he was employed
6 by the alleged violator and personally suffered each of the violations of law alleged.

7 66. Plaintiff has exhausted his administrative remedies. On January 22, 2026, Plaintiff
8 submitted notice to the LWDA and D. O. S. PIZZA informing them of the alleged violations of the Labor
9 Code and applicable IWC Wage Order. (**Exhibit 1**). The LWDA had 65 days to provide notice of whether
10 it intended to investigate the alleged violations. Lab. Code § 2699.3(a)(2)(A). To date, the LWDA has not
11 provided notice of its intent to investigate the alleged violations.

12 **VI. CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 **(by Plaintiff Individually and on Behalf of All Aggrieved Employees)**

15 **REPRESENTATIVE ACTION FOR PAGA CIVIL PENALTIES**

16 **(Violation of Cal. Lab. Code § 2698, et seq.)**

17 67. Plaintiff re-alleges and incorporates by reference the allegations contained in the
18 paragraphs above, as though fully set forth herein.

19 68. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
20 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions,
21 boards, agencies or employees for violation of the code may, as an alternative, be recovered through a
22 civil action brought by an aggrieved employee on behalf of himself and other current or former employees
23 pursuant to the procedures specified in Labor Code § 2699.3.

24 69. Plaintiff, on behalf of himself and all other Aggrieved Employees, seek to recover civil
25 penalties through this enforcement action based on violations of the following Labor Code and/or IWC
26 Wage Order provisions:

- 27 a. Failing to pay minimum, regular, and overtime wages in violation of labor code
28 sections 204, 210, 510, 1194, 1197, and 1198 and the "Minimum Wages" and "Hours

and Days of Work” section of the Applicable IWC Wage Order.

- b. Failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment in violation of Labor Code sections 204, 226.7, 512, 1198, and the “Meal Periods” section of the Applicable IWC Wage Order;
- c. Failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment in violation of Labor Code sections 204, 226.7, 1198, and the “Rest Periods” section of the Applicable IWC Wage Order;
- d. Failing to furnish accurate itemized wage statements in violation of Labor Code sections 226, and the “Records” section of the Applicable IWC Wage Order;
- e. Making unauthorized deductions from employee wages in violation of Labor Code sections 221 and 224.
- f. Failing to maintain accurate employment records in violation of Labor Code sections 1174, and the “Records” section of the Applicable IWC Wage Order; and
- g. Failing to reimburse for necessary business expenses in violation of Labor section 2802.

70. This cause of action involves allegations of violations of Labor Code §§ 204, 210, 221, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, which pursuant to Labor Code § 2699.5, provide for a civil penalty to be assessed and collected by the LWDA or recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

71. Plaintiff exhausted his obligation to provide administrative notice and now seeks penalties on behalf of himself and other current and former California employees of Defendant.

72. Pursuant to Labor Code § 2699(a), Plaintiff seeks civil penalties, on behalf of himself and all other current and former employees of Defendants that worked as non-exempt employees in California—the “Aggrieved Employees.”

73. Defendants employed Plaintiff and Plaintiff had all of the alleged violations committed against him. Therefore, Plaintiff is an "aggrieved employee" under PAGA because the alleged violator

1 employed him committed all the alleged violations against him. As such, Plaintiff is properly suited to
2 represent the interests of other aggrieved employees in a PAGA Representative action.

3 74. Plaintiff seeks the recovery of all available civil penalties under Labor Code section
4 2699(a).

5 75. For all provisions of the Labor Code except those for which a civil penalty is specifically
6 provided Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee,
7 except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the
8 following are met: (a) an agency or court issued a finding or determination to the employer that its policy
9 or practice giving rise to the violation was unlawful within the five years preceding the alleged violation,
10 or (b) the court determines that the employer's conduct giving rise to the violation was malicious,
11 fraudulent, or oppressive. Plaintiff, on behalf of himself and all other Aggrieved Employees, seeks the
12 civil penalties described in Labor Code section 2699(f)(2).

13 76. For violations of Labor Code sections 510, 512, and 226.7, in addition to any other recovery
14 provided by law, Labor Code section 558 imposes a civil penalty of \$50 per pay period for each underpaid
15 employee for the initial violation and \$100 per pay period for each underpaid employee for each
16 subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision
17 regulating hours and days of work in any order of the IWC. Plaintiff, in his representative capacity on
18 behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty
19 imposed by Labor Code section 558.

20 77. Labor Code section 210 provides that any person who fails to pay wages as provided in
21 Labor Code sections 204, 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100
22 for any initial violation for each failure to pay each employee. Each subsequent violation, or any willful
23 or intentional violation shall be subject to a civil penalty of \$200 for each failure to pay each employee,
24 plus 25% of the amount unlawfully withheld, in addition to any other penalty.

25 78. Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226,
26 if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil
27 penalty is \$25 per pay period per employee if the employee could promptly and easily determine the
28 information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph

(8) of subdivision (a) of Section 226, the civil penalty is \$25 for each Aggrieved Employees per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods. Plaintiff, on behalf of himself and all other Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2)(A).

79. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699(f)(2) for a violation of Labor Code section 1174(d).

80. Labor Code section 2699(k)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs.

81. For bringing this action, Plaintiff is additionally entitled to attorney's fees and costs incurred herein.

82. Plaintiff seeks to recover civil penalties on behalf of himself and other Aggrieved Employees for Defendant's violations of the Labor Code. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

83. Plaintiff, on behalf of himself and the other Aggrieved Employees, requests further relief as described in the below prayer.

PRAYER FOR RELIEF

Plaintiff, on behalf of himself and all other Aggrieved Employees, prays for judgment against Defendant(s) and in favor of the state of California, Plaintiff, and all other Aggrieved Employees as follows:

- a. For any and all civil penalties available for the violations of the Labor Code and applicable IWC Wage Order alleged herein including, but not limited to, civil penalties under Labor Code sections 210, 558(a), 1174.5, 2699(f)(2), 2699(f)(2)(A), and/or other applicable law;
- b. For reasonable attorneys' fees and costs of suit to the extent permitted by law,

1 including, but not limited to, Labor Code sections 218.5, 226(e)(1), 2802, 1198.5(l),
2 2802, 2699(k)(1), Code of Civil Procedure section 1021.5, and the “common fund”
3 theory, the “substantial benefit” theory, the “catalyst” theory and/or other
4 applicable law; and

5 c. For any and all other relief as this Court deems proper and just.

6 Respectfully submitted,

7
8 Dated: April 1, 2026

ARCH LEGAL, P.C.

9
10 By: 

Hali M. Anderson
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Attorneys for Plaintiff
Jean Paul Rondeau