

Carolyn H. Cottrell (SBN 166977)
Ori Edelstein (SBN 268145)
**SCHNEIDER WALLACE
COTTRELL KIM LLP**
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
Fax: (415) 421-7105
ccottrell@schneiderwallace.com
oedelstein@schneiderwallace.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/07/2026 6:08 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Radillo, Deputy Clerk

*Attorneys for Plaintiff on behalf of the State of
California and Aggrieved Employees*

[Additional Counsel Listed Next Page]

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

ALFREDO GALLEGOS, on behalf of the
State of California and Aggrieved
Employees,

Plaintiff,

v.

UNIVERSITY CREDIT UNION; CREDIT
UNIONS IN THE STATE OF
CALIFORNIA DBA UNIVERSITY
CREDIT UNION; and DOES 1 through 100
inclusive,

Defendant(s).

Case No. **26STCV11331**

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) AND (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Michelle S. Lim (SBN 315691)
2 **SCHNEIDER WALLACE**
3 **COTTRELL KIM LLP**
4 515 S. Figueroa Street, Suite 1060
5 Los Angeles, California 90071
6 Telephone: (213) 835-1550
7 Facsimile: (415) 421-7105
8 mlim@schneiderwallace.com

9 Colette Mahon, Esq. (SBN 181618)
10 **LAWYERS FOR EMPLOYEE AND**
11 **CONSUMER RIGHTS, APC**
12 3500 West Olive Ave., Third Floor
13 Burbank, CA 91505
14 Tel: (323) 375-5101
15 Fax: (323) 306-5571
16 cmahon@lfecr.com

17 *Attorneys for Plaintiff on behalf of the State of*
18 *California and Aggrieved Employees*
19
20
21
22
23
24
25
26
27
28

1 Plaintiff Alfredo Gallegos (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendants University Credit Union
5 (“UCU”) and Credit Unions in the State of California dba University Credit Union (“Credit
6 Unions”) (collectively “Defendants”) on behalf of the State of California to collect penalties as a
7 result of Defendants’ systematic violations of California labor law with respect to Defendants’ non-
8 exempt hourly workers in the State of California (the “Aggrieved Employees”).

9 2. Plaintiff and Aggrieved Employees are current and former workers employed by
10 Defendants in California.

11 3. Plaintiff challenges Defendants’ policies and practices of: (1) failing to pay Plaintiff
12 and Aggrieved Employees for all hours worked; (2) failing to pay Plaintiff and Aggrieved
13 Employees overtime wages; (3) failing to provide or make available to Plaintiff and Aggrieved
14 Employees the meal periods to which they are entitled by law, and failing to pay premium
15 compensation payment for non-compliant meal breaks; (4) failing to authorize and permit rest
16 periods, and failing to pay premium compensation payment for non-compliant rest periods; (5)
17 failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenses; (6) failing
18 to provide Plaintiff and Aggrieved Employees with accurate, itemized wage statements; and (7)
19 failing to pay Plaintiff and Aggrieved Employees all wages owed upon separation from
20 employment.

21 4. Plaintiff, on behalf of the State of California, seeks to recover penalties, injunctive
22 relief, and reasonable attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the
23 California Labor Code Private Attorneys General Act (“PAGA”).

24 **PARTIES**

25 5. Plaintiff and Aggrieved Employees are all current and former non-exempt hourly
26 employees of Defendants in the State of California.

27 6. Plaintiff is an individual over the age of eighteen and, at all times relevant to this
28 Complaint, was a resident of the State of California.

1 7. Plaintiff was employed by Defendants, in this County, from approximately January
2 2022 to September 2025.

3 8. Plaintiff is informed, believes, and thereon alleges that Defendant University Credit
4 Union is a California corporation with its principal place of business located in Los Angeles,
5 California. UCU is registered to do business in the State of California and does business in the State
6 of California. UCU may be served with process by serving its registered agent, Alana Anaya, 2629
7 Townsgate Rd. 140, Westlake Village, California 91361.

8 9. Plaintiff is informed, believes, and thereon alleges that Defendant Credit Unions in
9 the State of California dba University Credit Union is a California corporation with its principal
10 place of business located in Los Angeles, California.

11 10. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
12 and omissions alleged herein were performed by, and/or attributable to, Defendants, acting through
13 their agents and/or employees, and that said acts and failures to act were within the course and scope
14 of said agency, employment, and/or direction and control.

15 11. Plaintiff is informed, believes, and thereon alleges that Defendants directly control
16 the operation of their agents, managers, and employees throughout all their operations in California.
17 UCU exercises significant control over Credit Unions' operations, including policies governing
18 employee compensation, scheduling, timekeeping, performance expectations, and discipline. Credit
19 Unions, in turn, carries out and enforces UCU's employment directives and policies in the day-to-
20 day supervision of Plaintiff and Aggrieved Employees.

21 12. Plaintiff is informed, believes, and thereon alleges that UCU and Credit Unions
22 jointly determine and implement the compensation structure applicable to Plaintiff, jointly
23 maintained payroll and timekeeping systems, and jointly benefitted from the labor provided by
24 Plaintiff and Aggrieved Employees.

25 13. Plaintiff is informed, believes, and thereon alleges that Plaintiff's work
26 simultaneously benefitted both entities, which shared control over essential employment terms and
27 conditions, including the power to hire and terminate, set schedules, assign work, and determine
28 wages.

1 14. Plaintiff is informed, believes, and thereon alleges that at all relevant times, UCU and
2 Credit Unions operate as a single, integrated business enterprise engaged in the management,
3 administration, and servicing of mutual funds and related financial products.

4 15. Plaintiff is informed, believes, and thereon alleges that both entities share common
5 ownership, interrelated operations, centralized control of labor relations, and common management
6 and human resources functions.

7 16. Plaintiff is informed, believes, and thereon alleges that Defendants employ and/or
8 employed hundreds of workers like Plaintiff in California. Plaintiff is informed, believes, and
9 thereon alleges that, in California, Defendants own, operate, and/or manage facilities in this county.
10 Plaintiff is informed, believes, and thereon alleges that Defendants employ Aggrieved Employees,
11 among other hourly employees, in this County and throughout California.

12 17. At all material times, Defendants have done business under the laws of California,
13 have places of business in California, including in the jurisdiction of this court, and have employed
14 Aggrieved Employees in this County and elsewhere in California. Defendants are a “person” as
15 defined in Cal. Lab. Code § 18 and an “employer” as that term is used in the Labor Code, the IWC
16 Wage Orders regulating wages, hours, and working conditions, and Cal. Bus. & Prof. Code § 17201.

17 **JURISDICTION AND VENUE**

18 18. Venue is proper in this County pursuant to Cal. Code Civ. Proc. § 393 and/or § 395.5.
19 Defendants conduct business and employ Plaintiff and Aggrieved Employees in the County, and as
20 a result, the causes of action asserted arose in whole or in part in the County.

21 19. This Court has jurisdiction over Plaintiff’s claims pursuant to the Cal. Lab. Code and
22 the applicable IWC Wage Orders. The Court also has jurisdiction over Defendants because they are
23 corporations authorized to do business in the State of California, and because, in fact, do business
24 and employ workers in the State of California.

25 **FACTUAL ALLEGATIONS**

26 20. Plaintiff Alfredo Gallegos worked for Defendants as an Account Resolution Specialist
27 from approximately July 2022 to September 2025. Plaintiff worked in a hybrid position, both at
28 Defendants’ facilities and remotely.

1 21. Plaintiff's primary job duties included collecting payments on past-due mortgage,
2 vehicle, and credit card accounts, spending approximately 80% of the workday making and
3 receiving collection calls, and negotiating and establishing payment or deferment plans with
4 customers.

5 22. Upon information and belief, Defendants are a member-owned financial corporation
6 that offers a wide range of personal and business banking services.

7 23. Plaintiff's weekly hours vary, but on average, Plaintiff worked approximately forty
8 (40) hours per week, or more. Plaintiff and, upon information and belief, Class Members, routinely
9 work in excess of eight (8) hours in a day, and in excess of forty (40) hours in a week.

10 24. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have
11 employed hundreds of workers in California.

12 25. Defendants pay Aggrieved Employees, including Plaintiff, on an hourly rate basis.
13 Plaintiff was compensated at an hourly rate of \$31.07.

14 26. Aggrieved Employees are required to perform their jobs under Defendants'
15 supervision using materials and technology approved and supplied by Defendant.

16 27. Aggrieved Employees are required to follow and abide by Defendants' common
17 work, time, and pay policies and procedures in the performance of their jobs.

18 28. At the end of each pay period, Aggrieved Employees receive wages from Defendants
19 that are determined by common systems and methods that Defendants select and control.

20 29. Plaintiff is informed, believes, and thereon alleges that Defendants' policies and
21 practices have, at all relevant times, been similar for Plaintiff and Aggrieved Employees, regardless
22 of location in California.

23 30. Defendants deny Plaintiff and Aggrieved Employees proper compensation for all
24 hours worked, including minimum wage and overtime wages. Plaintiff and Aggrieved Employees
25 are regularly required by Defendants to perform work off-the-clock. For instance, Defendants
26 require Plaintiff and Aggrieved Employees to complete a set number of daily tasks, including
27 collecting payments on past-due consumer accounts, including mortgage, vehicle, and credit card
28 loans, negotiating and administrating payment arrangement and deferment plans. In order to

1 complete all required daily tasks within the day, Plaintiff and Aggrieved Employees regularly clock
2 out for meal breaks and continue working.

3 31. This time spent working while off-the-clock goes unrecorded and uncompensated
4 even though it should be compensated for at minimum wage and/or overtime rates. As a result of
5 these policies and/or practices, Plaintiff and Aggrieved Employees are not paid for all hours worked
6 and they do not receive straight time or overtime compensation for overtime hours in violation of
7 Cal. Lab. Code section 1194 and Wage Order 4.

8 32. Defendants fail to properly pay Plaintiff and Aggrieved Employees overtime at their
9 correct regular rate of pay because non-discretionary bonuses are not factored into their overtime
10 rate of pay and/or meal and rest break premium pay. Plaintiff and Aggrieved Employees are paid a
11 non-discretionary bonus, once or twice per year, based on Defendants' profitability and team
12 performance. Defendants fail to pay overtime wages and/or meal and rest break premiums based on
13 the regular rate of pay, which varies depending on Aggrieved Employees' bonus pay earnings.

14 33. Defendants regularly deny and fail to provide Plaintiff and Aggrieved Employees
15 with compliant 30-minute uninterrupted meal periods before the end of the fifth hour of work.
16 Defendants' policies, practices, and procedures prevent Plaintiff and Aggrieved Employees from
17 taking their meal period prior to the end of their fifth hour of work. Due to business demands,
18 Plaintiff and Aggrieved Employees are required to be in constant communication with Defendants'
19 clients. This results in Plaintiff and Aggrieved Employees not being relieved for their 30-minute
20 meal periods prior to the fifth hour of work. For example, Plaintiff would receive incoming calls
21 and respond to emails from Defendants' clients during his meal periods and take scheduled calls
22 with such clients that continue after his fifth hour of work. Defendants require Plaintiff and
23 Aggrieved Employees to clock out for their meal break prior to the fifth hour of work but continue
24 working for the benefit of Defendants. In particular, Plaintiff and Aggrieved Employees must also
25 continue to work during meal periods in order to complete all daily tasks required by Defendants.
26 These tasks include managing and working with delinquent and/or outstanding accounts.

27 34. Defendants impose strict productivity and performance metrics that Plaintiff and
28 Aggrieved Employees must satisfy in order to be eligible for incentive bonuses. These metrics

1 include, among other things, call volume, account resolution, and payment collection targets. As a
2 result, Plaintiff and Aggrieved Employees are pressured and encouraged to continue working
3 through their meal and rest breaks to meet Defendants' minimum performance requirements and to
4 avoid losing eligibility for incentive pay. This results in the Plaintiff and Aggrieved Employees not
5 being provided with compliant 30-minute off-duty meal periods prior to their fifth hour of work. As
6 a result, Plaintiff and Aggrieved Employees are not provided duty-free, uninterrupted, and timely
7 thirty-minute meal periods during which they should be completely relieved of any duty.

8 35. Defendants fail to pay Plaintiff and Aggrieved Employees meal period premiums to
9 which they are entitled to for these missed, late, and otherwise non-compliant meal breaks.

10 36. Defendants also fail to authorize or permit off duty, paid rest periods of at least ten
11 (10) minutes of rest time for every four (4) hours of work. Defendants' strict time windows and
12 work expectations do not permit Plaintiff and Aggrieved Employees an opportunity to rest, while
13 off-duty, for ten (10) minutes during each 4-hour work period or major fraction thereof.

14 37. Defendants fail to pay Plaintiff and Aggrieved Employees rest period premiums to
15 which they are entitled for these missed, late, and otherwise non-compliant rest breaks.

16 38. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply
17 these meal and rest break policies and practices across all of Defendants' worksites and operations
18 throughout California.

19 39. Defendants fail to indemnify Plaintiff and Aggrieved Employees for all necessary
20 expenditures or losses incurred by them in direct consequence of the discharge of his or her duties,
21 or of his or her obedience to the directions of Defendants. Plaintiff and Aggrieved Employees are
22 hybrid employees who work both remotely and in-person, and as a result of their remote work, they
23 are required to use their personal internet and/or data connection and personal cell phones in the
24 performance of their work duties. However, Defendants do not reimburse Plaintiff and Aggrieved
25 Employees for such expenses.

26 40. Defendants' failure to pay all wages owed, including minimum wages and overtime
27 wages, and failure to provide compliant meal and rest breaks also results in a failure to provide
28 Aggrieved Employees, including Plaintiff, accurate itemized wage statements as required by

1 California law. The wage statements Defendants provide are not accurate because they do not reflect
2 payment for all hours worked, overtime wages, and premium pay for non-compliant meal and rest
3 breaks paid and/or owed to Plaintiff and Aggrieved Employees.

4 41. Defendants do not provide Plaintiff and Aggrieved Employees with full payment of
5 all wages owed at the end of employment. These workers are owed wages when their employment
6 ends. These amounts remain unpaid after voluntary and involuntary termination. As a consequence,
7 Defendants are subject to waiting time penalties under the California Labor Code.

8 42. Specifically, Defendants fail to pay Plaintiff and Aggrieved Employees their
9 respective earned wages, including minimum wages, overtime wages, and earned premium wages
10 for missed or noncompliant meal and rest periods, within the required time period.

11 43. On information and belief, Aggrieved Employees report to locations owned, operated,
12 or managed by Defendants to perform their jobs.

13 44. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
14 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout
15 Defendants' operations in the State of California. All violations alleged herein are continuing and
16 ongoing.

17 45. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
18 has also been malicious, fraudulent, and/or oppressive.

19 **FIRST CAUSE OF ACTION**

20 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

21 **(Failure to Pay Minimum Wages)**

22 **(On Behalf of the State of California and Aggrieved Employees)**

23 46. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
24 herein.

25 47. Cal. Lab. Code § 2699(a) provides:

26 Notwithstanding any other provision of law, any provision of this code that provides
27 for a civil penalty to be assessed and collected by the Labor and Workforce
28 Development Agency or any of its departments, divisions, commissions, boards,
agencies, or employees, for a violation of this code, may, as an alternative, be
recovered through a civil action brought by an aggrieved employee on behalf of the
employee and other current or former employees against whom a violation of the same

1 provision was committed pursuant to the procedures specified in Section 2699.3.

2 48. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by
3 employees of every description, whether the amount is fixed or ascertained by the standard of time,
4 task, piece, commission basis or method of calculation.”

5 49. Under Cal. Lab. Code §§ 1194, and 1197, employers are required to pay employees
6 at least the minimum straight-time hourly wage for all hours worked, including but not limited to,
7 time spent working while off-the-clock.

8 50. Cal. Lab. Code § 1197 prohibits employers from paying wages below the applicable
9 minimum wage for all hours worked.

10 51. During the relevant time period, Defendants maintained policies and practices that
11 result in Plaintiff and Aggrieved Employees not being paid for all hours worked. Plaintiff is
12 informed and believes, and thereon alleges, that Defendants’ conduct, as alleged herein, was and is
13 knowing or intentional, and was and is willful, intentional, malicious, fraudulent, and/or oppressive.

14 52. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
15 Defendant, as alleged above, to pay all wages to Plaintiff and the Aggrieved Employees: (i) in
16 compliance with Cal. Lab. Code § 204, in the amounts established by Cal. Lab. Code § 210; (ii) in
17 compliance with Cal. Lab. Code § 1182.12, 1194 and 1197, in the amounts established by Cal. Lab.
18 Code § 1197.1; and (iii) in compliance with Cal. Lab. Code § 510, in the amounts established by
19 Cal. Lab. Code § 558.

20 53. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 21, 2026, Plaintiff
21 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
22 file this claim. On January 21, 2026, Plaintiff mailed Defendants a copy of such notice via certified
23 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
24 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
25 Code § 2699.3(a).

26 54. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
27 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

28 55. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California

1 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
2 fees and costs as set forth below.

3 56. Wherefore, Plaintiff requests relief as hereinafter provided.

4 **SECOND CAUSE OF ACTION**

5 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

6 **(Failure to Pay Overtime Premiums)**

7 **(On Behalf of the State of California and Aggrieved Employees)**

8 57. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
9 herein.

10 58. Cal. Lab. Code § 2699(f) provides:

11 For all provisions of this code except those for which a civil penalty is specifically
12 provided, there is established a civil penalty for a violation of these provisions, as
13 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
14 employees, the civil penalty is as follows: . . . (A) One hundred dollars (\$100) for each
15 aggrieved employee per pay period... (B) The civil penalty is two hundred dollars
16 (\$200) for each aggrieved employee per pay period if either of the following are met:
17 (i) Within the five years preceding the alleged violation, the agency or any court issued
18 a finding or determination to the employer that its policy or practice giving rise to the
19 violation was unlawful. (ii) The court determines that the employer's conduct giving
20 rise to the violation was malicious, fraudulent, or oppressive.

17 59. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by
18 employees of every description, whether the amount is fixed or ascertained by the standard of time,
19 task, piece, commission basis or method of calculation."

20 60. IWC Wage Order 4-2001(2)(K) defines hours worked as "the time during which an
21 employee is subject to the control of an employer and includes all the time the employee is suffered
22 or permitted to work, whether or not required to do so."

23 61. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
24 conditions that violate the Wage Orders.

25 62. Cal. Lab. Code § 510 provides, in relevant part:

26 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
27 one workday and any work in excess of 40 hours in any one workweek and the first
28 eight hours worked on the seventh day of work in any one workweek shall be
compensated at the rate of no less than one and one-half times the regular rate of pay
for an employee. Any work in excess of 12 hours in one day shall be compensated at
the rate of no less than twice the regular rate of pay for an employee. In addition, any

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

63. Cal. Lab. Code § 1194 provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

64. Defendants’ policies and practices result in payment of wage and overtime violations. Plaintiff is informed and believes, and thereon alleges, that Defendants’ conduct, as alleged herein, was and is knowing or intentional, and was and is willful, intentional, malicious, fraudulent, and/or oppressive.

65. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 510 1194, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

66. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 21, 2026, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. On January 21, 2026, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

67. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

68. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’

1 fees and costs as set forth below.

2 69. Wherefore, Plaintiff requests relief as hereinafter provided.

3 **THIRD CAUSE OF ACTION**

4 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

5 **(Failure to Authorize/Permit Meal and Rest Period and Pay Meal and Rest Period Premiums)**

6 **(On Behalf of the State of California and Aggrieved Employees)**

7 70. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
8 herein.

9 71. Cal. Lab. Code § 2699(f) provides:

10 For all provisions of this code except those for which a civil penalty is specifically
11 provided, there is established a civil penalty for a violation of these provisions, as
12 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
13 employees, the civil penalty is as follows: . . . (A) One hundred dollars (\$100) for each
14 aggrieved employee per pay period... (B) The civil penalty is two hundred dollars
15 (\$200) for each aggrieved employee per pay period if either of the following are met:
16 (i) Within the five years preceding the alleged violation, the agency or any court issued
17 a finding or determination to the employer that its policy or practice giving rise to the
18 violation was unlawful. (ii) The court determines that the employer's conduct giving
19 rise to the violation was malicious, fraudulent, or oppressive.

16 72. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by
17 employees of every description, whether the amount is fixed or ascertained by the standard of time,
18 task, piece, commission basis or method of calculation."

19 73. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
20 conditions that violate the Wage Orders.

21 74. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to
22 authorize, permit, and/or make available timely and compliant meal to their employees. Cal. Lab.
23 Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing an
24 employee for more than five (5) hours without a meal period of not less than thirty (30) minutes,
25 and from employing an employee more than ten (10) hours per day without providing the employee
26 with a second meal period of not less than thirty (30) minutes.

27 75. Cal. Lab. Code § 226.7 and IWC Wage Order 4-2001 require Defendants to pay
28 employees one (1) additional hour of pay at their regular rate of compensation for each workday

1 that a timely, compliant meal or rest period is not provided.

2 76. Defendants' policies and practices result in meal and rest periods violations and
3 Defendants' failure to pay proper premium payments for non-compliant meal and rest breaks.
4 Plaintiff is informed and believes, and thereon alleges, that Defendants' conduct, as alleged herein,
5 was and is knowing or intentional, and was and is willful, intentional, malicious, fraudulent, and/or
6 oppressive.

7 77. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
8 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
9 period in which Plaintiff and Aggrieved Employees was aggrieved, in the amounts established by
10 Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
11 and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to,
12 Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 4-2001, and any other violation alleged herein
13 which does not carry penalties under Cal. Lab. Code § 2699(a).

14 78. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 21, 2026, Plaintiff
15 provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to
16 file this claim. On January 21, 2026, Plaintiff mailed Defendants a copy of such notice via certified
17 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
18 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
19 Code § 2699.3(a).

20 79. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
21 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

22 80. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
23 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
24 fees and costs as set forth below.

25 81. Wherefore, Plaintiff requests relief as hereinafter provided.
26
27
28

1 **FOURTH CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

3 **(Failure to Reimburse Business Expenses)**

4 **(On Behalf of the State of California and Aggrieved Employees)**

5 82. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
6 herein.

7 83. Cal. Lab. Code § 2699(f) provides:

8 For all provisions of this code except those for which a civil penalty is specifically
9 provided, there is established a civil penalty for a violation of these provisions, as
10 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
11 employees, the civil penalty is as follows: . . . (A) One hundred dollars (\$100) for each
12 aggrieved employee per pay period... (B) The civil penalty is two hundred dollars
13 (\$200) for each aggrieved employee per pay period if either of the following are met:
14 (i) Within the five years preceding the alleged violation, the agency or any court issued
15 a finding or determination to the employer that its policy or practice giving rise to the
16 violation was unlawful. (ii) The court determines that the employer's conduct giving
17 rise to the violation was malicious, fraudulent, or oppressive.

18 84. Cal. Lab. Code § 2802(a) provides as follows:

19 An employer shall indemnify his or her employee for all necessary expenditures or
20 losses incurred by the employee in direct consequence of the discharge of his or her
21 duties, or of his or her obedience to the directions of the employer, even though
22 unlawful, unless the employee, at the time of obeying the directions, believed them to
23 be unlawful. Defendants' policies and practices result in failure to reimburse for all
24 business expenses incurred by Plaintiff and Aggrieved Employees as set forth in §
25 2802.

26 85. Plaintiff is informed and believes, and thereon alleges, that Defendants' conduct, as
27 alleged herein, was and is knowing or intentional, and was and is willful, intentional, malicious,
28 fraudulent, and/or oppressive.

86. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
period in which Plaintiff and Aggrieved Employees was aggrieved, in the amounts established by
Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to,
Cal. Lab. Code § 2802, IWC Wage Order 4-2001, and any other violation alleged herein which does
not carry penalties under Cal. Lab. Code § 2699(a).

87. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 21, 2026, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. On January 21, 2026, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

88. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

89. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

90. Wherefore, Plaintiff requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(a)

(Failure to Provide True and Accurate Itemized Wage Statements)

(On Behalf of the State of California and Aggrieved Employees)

91. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

92. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.

93. Cal. Lab. Code § 226(a) provides:

An employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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

1 inclusive dates of the period for which the employee is paid, (7) the name of the
2 employee and only the last four digits of their social security number or an employee
3 identification number other than a social security number, (8) the name and address of
4 the legal entity that is the employer and, if the employer is a farm labor contractor, as
defined in subdivision (b) of Section 1682, the name and address of the legal entity
that secured the services of 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...

5 94. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

6 An employee suffering injury as a result of a knowing and intentional failure by an
7 employer to comply with subdivision (a) is entitled to recover the greater of all actual
8 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
one hundred dollars (\$100) per employee for each violation in a subsequent pay
period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is
entitled to an award of costs and reasonable attorney's fees.

9
10 95. Cal. Lab. Code § 226.3 provides:

11 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
12 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
13 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
14 in a subsequent citation, for which the employer fails to provide the employee a wage
deduction statement or fails to keep the records required in subdivision (a) of Section
226. The civil penalties provided for in this section are in addition to any other penalty
provided by law.

15 96. Cal. Lab. Code § 226 also requires employers to keep records required to be
16 maintained under § 226(a) for at least three (3) years.

17 97. Cal. Lab. Code § 1174(d) provides, in relevant part:

18 [Employers shall] [k]eep, at a central location in the state or at the plants or
19 establishments at which employees are employed, payroll records showing the hours
20 worked daily by and the wages paid to, and the number of piece-rate units earned by
and any applicable piece rate paid to, employees employed at the respective plants or
establishments. These records shall be kept in accordance with rules established for
this purpose by the commission...

21
22 98. Cal. Lab. Code § 1174.5 provides, in relevant part:

23 Any person employing labor who willfully fails to maintain the records required by
24 subdivision (c) of Section 1174 or accurate and complete records required by
25 subdivision (d) of Section 1174, or to allow any member of the commission or
employees of the division to inspect records pursuant to subdivision (b) of Section
1174, shall be subject to a civil penalty of five hundred dollars (\$500).

26 99. IWC Wage Order 4-2001, Section 7, provides, in relevant part:

27 (A) Every employer shall keep accurate information with respect to each employee
including the following:

28 (3) ... Time records showing when the employee begins and ends each work period....

1 (4) Total wages paid each payroll period...

2 (5) Total hours worked during the payroll period and applicable rates of pay...

3 (B) Every employer who has control over wages, hours, or working conditions shall
4 semimonthly or at the time of each payment of wages furnish each employee an
5 itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of
6 the period for which the employee is paid; (3) the name of the employee or the
employee's social security number; and (4) the name of the employer, provided all
deductions made on written orders of the employee may be aggregated and shown as
one item. (See Labor Code Section 226.) This information shall be furnished either
separately or as a detachable part of the check, draft, or voucher paying the employee's
wages....

7 100. Defendants' policies and practices result in failure to issue compliant itemized wage
8 statements containing all of the information required under Cal. Lab. Code § 226 and to maintain
9 all records required under Cal. Lab. Code §§ 226 and 1174. Plaintiff is informed and believes, and
10 thereon alleges, that Defendants' conduct, as alleged herein, was and is knowing or intentional, and
11 was and is willful, intentional, malicious, fraudulent, and/or oppressive.

12 101. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in
13 which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those
14 sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and
15 1174.5. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved
16 Employees for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved
17 Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a).
18 Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
19 Defendants, alleged above, to maintain records in compliance with Cal. Lab. Code §§ 226 and 1174
20 and IWC Wage Order 4-2001.

21 102. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 21, 2026, Plaintiff
22 provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to
23 file this claim. On January 21, 2026, Plaintiff mailed Defendants a copy of such notice via certified
24 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
25 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
26 Code § 2699.3(a).

27 103. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
28 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

104. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

105. Wherefore, Plaintiff requests relief as hereinafter provided.

SIXTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(a)

(Waiting Time Penalties)

(On Behalf of the State of California and Aggrieved Employees)

106. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

107. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.

108. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within seventy-two (72) hours after he or she quits, at the latest.

109. Cal. Lab. Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

110. Cal. Lab. Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

111. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256. Plaintiff is informed and believes, and thereon alleges, that Defendants' conduct,

1 as alleged herein, was and is knowing or intentional, and was and is willful, intentional, malicious,
2 fraudulent, and/or oppressive.

3 112. Cal. Lab. Code § 226(a) provides:

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

13 113. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

14 An employee suffering injury as a result of a knowing and intentional failure by an
15 employer to comply with subdivision (a) is entitled to recover the greater of all actual
16 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
17 one hundred dollars (\$100) per employee for each violation in a subsequent pay
18 period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is
19 entitled to an award of costs and reasonable attorney's fees.

18 114. Cal. Lab. Code § 226.3 provides:

19 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
20 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
21 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
22 in a subsequent citation, for which the employer fails to provide the employee a wage
23 deduction statement or fails to keep the records required in subdivision (a) of Section
24 226. The civil penalties provided for in this section are in addition to any other penalty
25 provided by law.

23 115. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 21, 2026, Plaintiff
24 provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to
25 file this claim. On January 21, 2026, Plaintiff mailed Defendants a copy of such notice via certified
26 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
27 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
28 Code § 2699.3(a).

116. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699.

117. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

118. Wherefore, Plaintiff requests relief as hereinafter provided.

SEVENTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

(Failure to Pay Wages Timely)

(On Behalf of the State of California and Aggrieved Employees)

119. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

120. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is as follows: . . . (A) One hundred dollars (\$100) for each aggrieved employee per pay period... (B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following are met: (i) Within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful. (ii) The court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

121. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation."

122. Cal. Lab. Code § 204(a) provides that "[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month...." and "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

1 123. IWC Wage Orders 4-2001(2)(K) defines hours worked as “the time during which an
2 employee is subject to the control of an employer and includes all the time the employee is suffered
3 or permitted to work, whether or not required to do so.”

4 124. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
5 conditions that violate the Wage Orders.

6 125. Pursuant to Cal. Lab. Code § 210, any employer who fails to pay wages in the time
7 prescribed by Cal. Lab. Code § 204 is subject to civil penalties of one hundred dollars (\$100) for
8 each initial violation for each employee, and two hundred dollars (\$200) for each subsequent or
9 willful violation for each employee, plus 25% of the amount unlawfully withheld. Defendants’
10 failure to timely pay wages to Plaintiff and Aggrieved Employees, subjects Defendants to these
11 penalties. Plaintiff seeks to recover civil penalties under Cal. Lab. Code § 210 pursuant to PAGA,
12 Cal. Lab. Code §§ 2698, *et seq.*

13 126. Plaintiff is informed and believes, and thereon alleges, that Defendants’ conduct, as
14 alleged herein, was and is willful, intentional, malicious, fraudulent, and/or oppressive.

15 127. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
16 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
17 period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by
18 Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
19 and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to,
20 Cal. Lab. Code §§ 204, 1198, IWC Wage Orders 4-2001, and any other violation alleged herein
21 which does not carry penalties under Cal. Lab. Code § 2699(a).

22 128. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 21, 2026, Plaintiff
23 provided the LWDA with notice of his intention to file this claim. On January 21, 2026, Plaintiff
24 mailed Defendants a copy of such notice via certified mail. At least sixty-five (65) calendar days
25 have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to
26 commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

27 129. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
28 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

130. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

131. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendants have violated the Cal. Lab. Code as alleged herein;
2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For injunctive relief, prohibiting Defendants from continuing their police and practices determined to be violations of the Cal. Lab. Code;
4. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §§ 2699(g)(1), 2699(k)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
5. For all costs of suit; and
6. For such other and further relief as this Court deems just and proper.

Dated: April 7, 2026

Respectfully Submitted,



Carolyn H. Cottrell
Ori Edelstein
Michelle S. Lim
**SCHNEIDER WALLACE
COTTRELL KIM LLP**

Colette Mahon, Esq.
**LAWYERS FOR EMPLOYEE AND
CONSUMER RIGHTS, APC**

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to
3 a jury.

4
5 Dated: April 7, 2026

Respectfully Submitted,

6
7 

8 Carolyn H. Cottrell
9 Ori Edelstein
10 Michelle S. Lim
11 **SCHNEIDER WALLACE**
12 **COTTRELL KIM LLP**

13 Colette Mahon, Esq.
14 **LAWYERS FOR EMPLOYEE AND**
15 **CONSUMER RIGHTS, APC**

16 *Attorneys for Plaintiff, on behalf of the State of*
17 *California and Aggrieved Employees*
18
19
20
21
22
23
24
25
26
27
28