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 JOSE CUBIAS

FILED
 Superior Court of California
 County of Los Angeles
03/24/2026

David W. Slayton, Executive Officer / Clerk of Court
 By: M. Strano Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JOSE CUBIAS, an individual, on behalf of
 himself and others similarly situated,

Plaintiff,

vs.

ALLAN KIDD DBA AK INDUSTRIES;
 AK INTERCONNECT, INC.; 3103-3115 LAS
 HERMANAS PROPERTIES LLC; and DOES 1
 through 50, inclusive,

Defendants.

Case No. 26STCV01746

Assigned for all purposes to:
 Hon. William F. Highberger, Dept. 10

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation;
3. Failure to Permit Rest Periods or Provide Compensation;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violation of the Unfair Competition Law; and
8. Violation of the Private Attorneys General Act.

Action Filed: January 15, 2026
 Trial Date: None Set

DEMAND FOR JURY TRIAL

1 Plaintiff JOSE CUBIAS (“Plaintiff”), individually, and on behalf of all others similarly
2 situated, brings this First Amended Class and Representative Action Complaint (“Complaint”) against
3 Defendants ALLAN KIDD DBA AK INDUSTRIES; AK INTERCONNECT, INC.; 3103-3115 LAS
4 HERMANAS PROPERTIES LLC; and DOES 1 through 50, inclusive (collectively, “Defendants”),
5 and alleges as follows:

6 **INTRODUCTION**

7 1. Plaintiff brings this putative class action pursuant to Code of Civil Procedure Section
8 382 against Defendants, on behalf of himself individually and a putative class of California citizens
9 who are and were employed by Defendants as non-exempt employees throughout California during
10 the Class Period (collectively the “Class” or “Class Members”). The term Class Period is defined as
11 four (4) years prior to the filing of this action to the date of class certification.

12 2. Plaintiff also brings this representative action pursuant to the PAGA, Labor Code
13 sections 2698 *et seq.*, against Defendants, on behalf of himself individually and other aggrieved
14 employees who are and were employed by Defendants throughout California during the PAGA Period.
15 The term PAGA Period is defined as one (1) year prior to Plaintiff’s notice of Labor Code violations
16 to the Labor and Workforce Development Agency (“LWDA”) and Defendants until judgment.

17 3. Defendant ALLAN KIDD DBA AK INDUSTRIES owns and operates out of
18 California a commercial machining, manufacturing, and molding services to businesses in a wide
19 range of industries.

20 4. Defendant AK INTERCONNECT, INC., operates out of California and is in the
21 business of manufacturing electrical components and connectors.

22 5. Defendant 3103-3115 LAS HERMANAS PROPERTIES LLC is the owner and
23 manager of the real property upon which Defendants ALLAN KIDD DBA AK INDUSTRIES and AK
24 INTERCONNECT, INC., operate their business operations. The Defendants share, among other
25 things, common ownership and management.

26 6. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour
27 violations under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage
28 Orders, and California Business and Professions Code that have damaged Plaintiff and Class

1 Members, and contribute to Defendants' deliberate unfair competition.

2 7. Plaintiff is informed and believes, and thereon alleges, that Defendants have violated
3 and continue to violate state wage and hour laws by, among other things:

4 (a) failing to pay all wages (including minimum, regular, overtime and double time
5 wages);

6 (b) failing to provide lawful meal periods or compensation in lieu thereof;

7 (c) failing to authorize or permit rest breaks or provide compensation in lieu thereof;

8 (d) failing to provide accurate itemized wage statements;

9 (e) failure to reimburse business expenses; and

10 (f) failing to pay all wages due upon separation of employment.

11 8. Plaintiff seeks monetary relief against Defendants on behalf of himself and the putative
12 class and aggrieved employees to recover, among other things, unpaid wages, liquidated damages,
13 restitution, interest, attorneys' fees, costs, and penalties pursuant to Labor Code Sections 201-204,
14 206, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198,
15 2698 *et seq.*, 2800, and 2802 and California Code of Civil Procedure Section 1021.5.

16 **JURISDICTION AND VENUE**

17 9. This is a class action pursuant to California Code of Civil Procedure Section 382 and
18 representative action pursuant to Labor Code Sections 2698 *et seq.* ("PAGA"). The monetary
19 damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal
20 jurisdictional limits of the Superior Court and will be established according to proof at trial.

21 10. This Court has jurisdiction over this action pursuant to the California Constitution,
22 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes, except those
23 given by statutes to other courts. The statutes under which this action is brought do not specify any
24 other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff
25 seeks relief authorized by California law.

26 11. This Court has jurisdiction over all Defendants because, upon information and belief,
27 they have sufficient minimum contacts in California, or otherwise intentionally avail themselves of
28 the California market so as to render the exercise of jurisdiction over them by the California courts

1 consistent with traditional notions of fair play and substantial justice.

2 12. Venue is proper in this Court under Code of Civil Procedure Sections 395(a) and 395.5
3 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or
4 have an agent or agents in this county, and the acts and omissions alleged herein took place in this
5 county.

6 **PARTIES**

7 13. Plaintiff is a California citizen. Defendants employed Plaintiff as a non-exempt
8 employee during the Class Period. During his employment with Defendants, Plaintiff's job duties
9 consisted of, *inter alia*, heating tools in machines; cleaning, heating, and treating molds; and general
10 labor. Plaintiff's employment with Defendants ended within one (1) year of the filing of this action.

11 14. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
12 Allan Kidd DBA AK Industries ("AK Industries") is a sole proprietorship that owns and operates a
13 commercial machining, manufacturing, and molding services to businesses in a wide range of
14 industries. During the Class Period, Plaintiff performed work at AK Industries' worksite located at
15 3115 E Las Hermanas St., East Rancho Dominguez, CA 90221 and received wage statements listing
16 said address and "Allan Kid" as the employer's name and address. Plaintiff is further informed,
17 believes and thereon alleges that, at all relevant times, AK Industries regularly conducted and conducts
18 business within the State of California and derives substantial revenues from services performed in
19 California. Plaintiff is informed, believes and thereon alleges that, at all relevant times, AK Industries
20 was and is an employer subject to California state wage and hour laws.

21 15. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
22 AK Interconnect, Inc. ("AK Interconnect") is a California corporation that is in the business of
23 manufacturing electrical components and connectors. Plaintiff is informed, believes and thereon
24 alleges that AK Interconnect maintains its principal business location at 3115 E. Las Hermanas St.,
25 Rancho Dominguez, CA 90221, which is the same principal business location as AK Industries.
26 Plaintiff is further informed, believes, and thereon alleges that Allan Kid, the individual doing business
27 as AK Industries, is the Director, CEO, Secretary, CFO, and agent for service of process for AK
28 Interconnect. Plaintiff is further informed, believes and thereon alleges that, at all relevant times, AK

1 Interconnect regularly conducted and conducts business within the State of California and derives
2 substantial revenues from services performed in California. Plaintiff is informed, believes and thereon
3 alleges that, at all relevant times, AK Interconnect was and is an employer subject to California state
4 wage and hour laws.

5 16. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
6 3103-3115 Las Hermanas Properties LLC (“LHP LLC”) is a California limited liability company that
7 is in the business of owning, managing, and leasing commercial real property within California.
8 Plaintiff is informed, believes and thereon alleges that LHP LLC maintains its principal business
9 location at 3115 E. Las Hermanas St., Compton, CA 90221. Plaintiff is further informed, believes,
10 and thereon alleges that Allan Kid, the individual doing business as AK Industries, is the CEO, sole
11 Manager and Member, and agent for service of process for LHP LLC at 3115 E. Las Hermanas St.,
12 Rancho Dominguez, CA 90221, which is the same principal business location as AK Industries and
13 AK Interconnect. Plaintiff is further informed, believes and thereon alleges that, at all relevant times,
14 LHP LLC regularly conducted and conducts business within the State of California and derives
15 substantial revenues from services performed in California.

16 17. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
17 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,
18 whose employees were and are engaged throughout this county and the State of California.

19 18. Defendants continue to employ non-exempt employees within California.

20 19. Defendant DOES 1 through 50, are sued under fictitious names pursuant to Code of
21 Civil Procedure Section 474 because Plaintiff does not know their true names or capacities. Plaintiff
22 will seek leave of court to amend this Complaint and serve such fictitiously named Defendants when
23 their names and capacities are ascertained.

24 20. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or
25 were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant
26 times.

27 21. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
28 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business

1 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
2 to the other Defendants.

3 22. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or
4 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
5 the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects
6 acted as the employer and/or joint employer of Plaintiff and the Class Members.

7 23. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
8 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through
9 50, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the
10 other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and
11 all Defendants were in accordance with, and represent, the official policy of Defendants.

12 24. At all relevant times, Defendants, and each of them, acted within the scope of such
13 agency or employment, or ratified each and every act or omission complained of herein. At all relevant
14 times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
15 Defendants in proximately causing the damages herein alleged.

16 25. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
17 in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions,
18 occurrences, and transactions alleged herein.

19 **CLASS ALLEGATIONS**

20 26. Plaintiff brings this class action pursuant to Code of Civil Procedure Section 382 on
21 behalf of himself and all others similarly situated who were injured by Defendants' violations of the
22 Labor Code, Business and Professions Code Sections 17200, *et seq.*, and IWC Wage Orders during
23 the Class Period.

24 27. Plaintiff's proposed Class consists of and is defined as follows:

25 Class

26 All California citizens currently or formerly employed by Defendants as non-exempt
27 employees throughout the state of California within four (4) years prior to the
28 commencement of this action to the date of class certification.

1 28. Plaintiff also seeks to certify the following Subclass:

2 Waiting Time Subclass

3 All Class Members who separated from their employment with Defendants at any time
4 within three (3) years prior to the filing of this action to the date of class certification
5 (“Subclass” or “Waiting Time Subclass”).

6 29. Members of the Class and Subclass described above will be collectively referred to as
7 “Class Members.”

8 30. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
9 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
10 investigation, discovery, and specific theories of liability.

11 31. There is a well-defined community of interest in this litigation and the proposed Class
12 and Subclass are readily ascertainable.

13 32. **Commonality:** This action has been brought and may properly be maintained as a class
14 action under the California Code of Civil Procedure Section 382 because there are common questions
15 of law and fact as to the Class Members that predominate over any questions affecting only individual
16 members including, but not limited to, the following:

- 17 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
18 regular, overtime and double time wages) for all hours worked;
- 19 (b) Whether Defendants required Plaintiff and Class Members to work off-the-clock
20 without compensation;
- 21 (c) Whether Defendants provided Plaintiff and Class Members with compliant meal
22 periods or paid compensation in lieu thereof;
- 23 (d) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and
24 Class Members or paid compensation in lieu thereof;
- 25 (e) Whether Defendants failed to provide Plaintiff and Class Members with accurate
26 itemized wage statements;
- 27 (f) Whether Defendants failed to timely pay Class Members all wages due immediately
28 upon termination or within 72 hours of resignation;

- 1 (g) Whether Defendants failed to reimburse business expenses;
2 (h) Whether Defendants' conduct was willful or reckless; and
3 (i) Whether Defendants engaged in unfair business practices in violation of Business and
4 Professions Code Sections 17200, *et seq.*

5 33. There is a well-defined community of interest. Further, Plaintiff and Class Members
6 have suffered common injuries as a result of Defendants' systemic employment policies and practices.
7 Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness
8 of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff
9 and Class Members accordingly. In addition, answers to common questions raised in this Complaint
10 will advance resolution of each individual Class Member's claims.

11 34. **Numerosity:** The Class Members are so numerous that joinder of all members is
12 impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this
13 time, on information and belief, the class is estimated to be greater than 100 individuals.

14 35. **Ascertainability:** The identities of the Class Members are readily ascertainable by
15 inspection of Defendants' employment and payroll records.

16 36. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the
17 Class Members because Defendants' failure to comply with the provisions of California's wage and
18 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
19 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
20 are caused by Defendants' common course of conduct as alleged herein.

21 37. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
22 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
23 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
24 proposed class counsel, are competent and experienced in litigating large employment class actions
25 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
26 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs
27 that have been and will be necessarily expended for the prosecution of this action for the substantial
28 benefit of the Class Members.

38. **Superiority:** The nature of this action makes use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

39. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

GENERAL ALLEGATIONS

40. At all relevant times mentioned herein, Defendants employed Plaintiff and other persons as non-exempt employees at Defendants' locations within California. Defendants employed Plaintiff in a non-exempt position during Plaintiff's employment and continue to employ other non-exempt employees within California.

41. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive at least minimum wages, wages at their regular rate of pay, overtime and double time wages, and that they were not receiving

1 minimum, regular, overtime and double time wages for all work that was required to be performed.
2 Plaintiff is informed and believes, and thereon alleges, that Plaintiff and Class Members regularly
3 worked in excess of eight (8) hours per workday, 10 hours per workday, 12 hours per workday, and/or
4 over 40 hours per workweek. Specifically, Defendants failed to compensate Plaintiff and Class
5 Members for all hours worked, including but not limited to, off-the-clock work. For example, Plaintiff
6 and Class Members were required to remain at Defendants' worksite during their meal periods, which
7 were frequently interrupted and cut short due to Defendants' work demands because they were
8 effectively required to remain on-call and/or on-duty during those times. Defendants also failed to
9 compensate Plaintiff and Class Members when they waited in lines for several minutes to be clocked
10 in for their shifts. Furthermore, Defendants did not compensate Plaintiff and Class Members for all
11 hours that they worked beyond their scheduled work times. Defendants rounded Plaintiff's and Class
12 Members' work hours to Defendants' benefit. In sum, Defendants failed to compensate Plaintiff and
13 Class Members for all hours that they were under the Defendants' control and failed to pay Plaintiff
14 and Class Members overtime wages at the correct rates of pay. As such, Defendants failed to pay
15 Plaintiff and other Class Members minimum, regular, overtime and double time wages for all hours
16 worked in violation of the Labor Code and IWC Wage Orders.

17 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
18 have known that Plaintiff and Class Members were entitled to receive a timely, off-duty, uninterrupted
19 30-minute meal period for every five (5) hours of work, or payment of one (1) additional hour of pay
20 at their regular rate of pay when they did not receive a compliant meal period. In violation of the
21 Labor Code and IWC Wage Orders, Plaintiff and Class Members had their meal periods missed, late,
22 interrupted, shortened, on-duty, on-call, and/or restricted to the worksite due to Defendants' excessive
23 quotas, work demands, understaffing, policies, and practices. For example, Defendants did not make
24 meal periods available until after the fifth hour of work. Defendants also failed to provide second meal
25 periods when Plaintiff and Class Members worked in excess of 10 hours in a workday. Furthermore,
26 Defendants restricted Plaintiff and Class Members from leaving the worksite during meal periods.
27 Defendants failed to compensate Plaintiff and other Class Members with an additional hour of pay at
28 their regular rate for every day in which they suffered a meal period violation. As such, Defendants

1 failed to provide Plaintiff and other Class Members all required meal periods or premium pay, in
2 violation of the Labor Code and IWC Wage Orders.

3 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
4 have known that Plaintiff and Class Members were entitled to receive a 10-minute, off-duty,
5 uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of one
6 (1) additional hour of pay at their regular rate of pay when they were not permitted to take a compliant
7 rest period. In violation of the Labor Code and IWC Wage Orders, Defendants failed to provide
8 compliant rest breaks to Plaintiff and Class Members due to their excessive quotas, work demands,
9 understaffing, policies, and practices as mentioned above. As such, Plaintiff and Class Members
10 regularly had their rest breaks missed, late, interrupted, shortened, on-duty, on-call, and/or restricted
11 to the worksite. Defendants also failed to provide third rest breaks when Plaintiff and Class Members
12 worked in excess of 10 hours in a workday. Further, Defendants failed to provide rest breaks during
13 the middle of each work period. In addition, Defendants failed to compensate Plaintiff and other Class
14 Members with an additional hour of pay at their regular rate for every day in which they suffered a
15 rest period violation. As such, Defendants failed to provide Plaintiff and other Class Members all
16 required rest periods or premium pay, in violation of the Labor Code and IWC Wage Orders.

17 46. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
18 Defendants failed to reimburse Plaintiff and Class Members for all necessary business expenses
19 incurred for Defendants' benefit. For example, Defendants required Plaintiff and Class Members to
20 provide their own personal safety equipment (*e.g.*, facemasks, gloves, belt, steel-toe work shoes,
21 goggles, etc.) and tools (*e.g.*, screwdrivers, flashlights, knives, among other items) to perform their
22 job duties without reimbursement. Accordingly, Defendants violated the Labor Code and applicable
23 IWC Wage Orders.

24 47. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
25 have known that Plaintiff and Waiting Time Subclass Members who separated from their employment
26 with Defendants during the statutory period were entitled to timely payment of all wages due. In
27 violation of the Labor Code and IWC Wage Orders, Plaintiff and Waiting Time Class Members did
28 not receive payment of all wages owed upon separation within the permissible time period due to,

1 *inter alia*, Defendants' failure to pay all wages including minimum, straight time, overtime and double
2 time wages, reimbursements, and failure to pay meal and rest period premiums to Class Members.

3 48. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
4 have known that Plaintiff and Class Members were entitled to receive complete and accurate wage
5 statements. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were
6 not furnished with complete and accurate wage statements that show all of the information required
7 by Labor Code Section 226, including, but not limited to, the gross and net wages earned, the total
8 hours worked, all applicable hourly rates in effect during the pay period, the name and address of the
9 legal entity that is the employer, and the corresponding number of hours worked at each hourly rate.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY ALL WAGES**

12 **(AGAINST ALL DEFENDANTS)**

13 49. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
14 fully set forth herein.

15 50. At all times herein relevant, Defendants had a duty to comply with Labor Code Sections
16 204, 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable
17 local minimum wage ordinances in effect throughout California.

18 51. Labor Code Section 204 and the IWC Wage Orders require timely payment of all
19 wages owed on regularly scheduled paydays at least twice during each calendar month, on days
20 designated in advance by the employer as the regular paydays. All wages in earned in excess of the
21 normal work period must be paid no later than the payday for the next regular payroll period.

22 52. Labor Code Section 206 provides that in case of a dispute over wages, the employer
23 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
24 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

25 53. The IWC Wage Orders define "hours worked" as "the time during which an employee
26 is subject to the control of an employer and includes all time the employee is suffered or permitted to
27 work, whether or not required to do so."

28 54. Labor Code Section 510 and the IWC Wage Orders require that employers pay

1 employees for all overtime hours at a rate of one and one-half times the employee's regular rate of pay
2 for hours worked in excess of eight (8) hours in one (1) workday, 40 hours in one (1) workweek, and
3 after the first eight hours on the seventh consecutive workday in one (1) workweek. Labor Code
4 Section 510 and the IWC Wage Orders further require that employers pay employees double their
5 regular rate of pay for hours work in excess of 12 hours in a workday and after eight hours on the
6 seventh consecutive workday in one (1) workweek. Labor Code Section 510 requires payment of
7 overtime wages at one and one half times the "regular rate of pay," which includes all forms of
8 remuneration earned by the employee.

9 55. Labor Code Section 1182.12 sets forth the minimum hourly wage that must be paid to
10 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
11 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
12 each local ordinance is in effect. Labor Code Section 1197 affirms that it is unlawful to pay less than
13 the state or local minimum wage, whichever is higher, for any hour of work.

14 56. Labor Code Section 1194 requires that employers pay employees at least the legal
15 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
16 Labor Code Section 1194 further authorizes any employee receiving less than the legal minimum wage
17 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
18 along with interest thereon, reasonable attorneys' fees and costs of suit.

19 57. Labor Code Section 1194.2 authorizes the recovery of liquidated damages in an amount
20 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

21 58. Labor Code Section 1198 prohibits employers from employing for longer hours or less
22 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
23 the Labor Commissioner.

24 59. During the relevant time period, Defendants failed to timely pay Plaintiff and Class
25 Members all wages due.

26 60. In violation of California law, Defendants have knowingly and willfully refused to
27 perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged
28 above.

61. Defendants' failure to pay Plaintiff and Class Members all earned minimum, regular, overtime and double time wages in accordance with Labor Code Sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, and 1198, the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout California, Plaintiff and Class Members are entitled to recover the full amount of unpaid wages, liquidated damages, prejudgment interest, and statutory penalties, along with attorneys' fees and costs in amounts that will be established at trial.

62. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an “intentional theft of wages in an amount greater than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, benefits, or other compensation, by unlawful means, with the knowledge that the wages, benefits, or other compensation is due to Plaintiff and Class Members under the law. Plaintiff and the Class Members he seeks to represent are thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code section 496(c).

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

63. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

64. At all relevant times, Defendants had a duty to comply with Labor Code Sections 226.7 and 512, and the applicable IWC Wage Orders.

65. Labor Code Section 512 and the IWC Wage Orders prohibit an employer from employing any person for a work period of more than five (5) hours per day without providing a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work), except that if the total work period per day is no more than six (6) hours, the meal period may be waived by mutual consent of the employer and employee. A second meal period of not less than 30 minutes is required

1 if an employee works more than 10 hours per day and must begin before the employee's tenth hour of
2 work, except if the total hours worked is no more than 12 hours, the second meal period may be waived
3 by mutual consent of the employer and employee, but only if the first meal period was not waived.
4 An employer must relieve an employee of all duties during meal periods.

5 66. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all
6 duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period
7 and counted as time worked."

8 67. Labor Code Section 226.7(b) and the IWC Wage Orders prohibit an employer from
9 requiring any employee to work during a meal period mandated by any California statute, regulation,
10 standard or order. If an employer fails to provide an employee with a meal period in accordance with
11 state law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay the
12 employee one (1) additional hour of pay at the employee's regular rate of compensation for each
13 workday that the meal period is noncompliant.

14 68. During the relevant time period, Plaintiff and Class Members did not receive compliant
15 meal periods for working more than five (5) hours and/or 10 hours per workday. Specifically, meal
16 periods were missed, late, interrupted, shortened, on-duty, on-call, and/or restricted to the worksite. In
17 addition, Defendants failed to provide second meal periods to Plaintiff and Class Members when they
18 worked in excess of 10 hours in a workday.

19 69. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
20 meal period premiums for noncompliant meal periods pursuant to Labor Code Section 226.7(b) and
21 the applicable IWC Wage Order.

22 70. As a result of Defendants' failure to provide compliant meal periods and pay meal
23 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
24 Code Sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
25 wages and compensation.

26 71. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
27 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
28 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and

1 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

2 72. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
3 conduct described herein, have committed an “intentional theft of wages in an amount greater than
4 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
5 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
6 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
7 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, benefits, or
8 other compensation, by unlawful means, with the knowledge that the wages, benefits, or other
9 compensation is due to Plaintiff and Class Members under the law. Plaintiff and the Class Members
10 he seeks to represent are thus entitled to recover from Defendants treble damages and costs, including
11 reasonable attorneys’ fees, pursuant to California Penal Code section 496(c).

12 73. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys’
13 fees and costs from Defendants in an amount subject to proof and approved by the Court.

14 **THIRD CAUSE OF ACTION**

15 **REST PERIOD VIOLATIONS**

16 **(AGAINST ALL DEFENDANTS)**

17 74. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
18 fully set forth herein.

19 75. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.7
20 and the applicable IWC Wage Orders.

21 76. The IWC Wage Orders require employers to authorize and permit all employees to take
22 10-minute duty-free rest periods for each four (4) hours worked, or major fraction thereof.

23 77. If an employer fails to provide an employee with a rest period in accordance with
24 California law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay
25 the employee one (1) additional hour of pay at the employee’s regular rate of compensation for each
26 workday that the rest period is noncompliant.

27 78. During the relevant time period, Defendants did not implement a compliant rest break
28 policy and/or practice. Consequently, Plaintiff and Class Members did not receive a 10-minute rest

1 period for every four (4) hours worked or major fraction thereof because their rest breaks were
2 regularly missed, late, interrupted, shortened, on-duty, on-call, and/or restricted to the worksite. In
3 addition, Defendants failed to provide and/or authorize a third 10-minute rest break to Plaintiff and
4 Class Members when they worked in excess of 10 hours in a workday.

5 79. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
6 rest period premiums for noncompliant rest periods pursuant to Labor Code Section 226.7(b) and the
7 applicable IWC Wage Order.

8 80. As a result of Defendants' failure to provide compliant rest periods and pay rest period
9 premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code
10 Sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages
11 and compensation.

12 81. Because Plaintiff and Class Members were and/or are entitled to such rest periods or
13 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
14 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
15 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

16 82. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
17 conduct described herein, have committed an "intentional theft of wages in an amount greater than
18 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
19 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
20 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
21 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, benefits, or
22 other compensation, by unlawful means, with the knowledge that the wages, benefits, or other
23 compensation is due to Plaintiff and Class Members under the law. Plaintiff and the Class Members
24 he seeks to represent are thus entitled to recover from Defendants treble damages and costs, including
25 reasonable attorneys' fees, pursuant to California Penal Code section 496(c).

26 83. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys'
27 fees and costs from Defendants in an amount subject to proof and approved by the Court.

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(AGAINST ALL DEFENDANTS)**

4 84. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
5 fully set forth herein.

6 85. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.

7 86. Labor Code Section 226(a) requires that, semimonthly or at the time of each payment
8 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
9 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
10 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
11 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
12 identification number of the employee, (8) the name and address of the legal entity that is the
13 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
14 at each hourly rate.

15 87. Labor Code Section 226(e)(1) authorizes an employee suffering injury as a result of a
16 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
17 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
18 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
19 an award of costs and attorneys' fees.

20 88. During the relevant time period, Defendants have knowingly and intentionally failed
21 to comply with Labor Code Section 226(a) on wage statements that were provided to Plaintiff and
22 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
23 the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the
24 pay period, the name and address of the legal entity that is the employer, and the corresponding number
25 of hours worked at each hourly rate.

26 89. As a result of Defendants' violation of California Labor Code Section 226(a), Plaintiff
27 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
28 Plaintiff and Class Members have been injured by Defendants' intentional violation of California

1 Labor Code Section 226(a) because they were denied both their legal right to receive, and their
2 protected interest in receiving, accurate itemized wage statements under California Labor Code
3 Section 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the
4 underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not
5 have had to engage in these efforts and incur these costs had Defendants provided the accurate wages
6 earned and number of hours worked at each corresponding pay rate. This has also delayed Plaintiff's
7 ability to demand and recover the underpayment of wages from Defendants.

8 90. Defendants' violations of California Labor Code Section 226(a) prevented Plaintiff and
9 Class Members from knowing, understanding and disputing the wages paid to them, and resulted in
10 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
11 failure to comply with California Labor Code Section 226(a), Plaintiff and Class Members have
12 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown
13 according to proof at trial.

14 91. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
15 Code Section 226(h), compelling Defendants to comply with California Labor Code Section 226, and
16 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

17 **FIFTH CAUSE OF ACTION**

18 **WAITING TIME PENALTIES**

19 **(AGAINST ALL DEFENDANTS)**

20 92. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
21 fully set forth herein.

22 93. At all relevant times, Defendants had a duty to comply with Labor Code Sections 201,
23 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
24 Plaintiff and Waiting Time Subclass Members.

25 94. Labor Code Section 201 requires that if an employer discharges an employee, the
26 wages earned and unpaid at the time of discharge are due and payable immediately.

27 95. Labor Code Section 202 requires that if "an employee not having a written contract for
28 a definite period" quits, the employee's wages shall become due and payable no later than 72 hours

1 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in
2 which case the employee is entitled to his or her wages at the time of quitting.

3 96. Labor Code Section 203 provides that if an employer willfully fails to pay, without
4 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
5 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
6 action therefor is commenced, but that the wages shall not continue for more than 30 days per
7 employee.

8 97. During the relevant time period, Defendants willfully failed to pay Plaintiff and
9 Waiting Time Subclass Members all their earned wages upon termination including, but not limited
10 to, minimum, regular, overtime and double time compensation, premium compensation, and/or
11 reimbursements either at the time of discharge or within 72 hours of leaving Defendants' employ.

12 98. As a result of Defendants' failure to timely pay all wages owed to Plaintiff and Waiting
13 Time Subclass Members in accordance with Labor Code Sections 201, 202 and 203, Plaintiff and
14 Waiting Time Subclass Members are entitled to recover waiting time penalties, prejudgment interest,
15 attorneys' fees, and costs in amounts that will be established at trial.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

18 **(AGAINST ALL DEFENDANTS)**

19 99. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
20 fully set forth herein.

21 100. At all relevant times, Defendants had a duty to comply with Labor Code Sections 2800
22 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements
23 with respect to Plaintiff and Class Members.

24 101. Labor Code Section 2800 requires employers to indemnify employees for losses caused
25 by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and Class
26 Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and
27 losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their
28 own negligence.

1 102. Labor Code Section 2802(a) requires that employers indemnify and reimburse
2 employees for all business expenses, which are defined as all necessary expenditures or losses incurred
3 by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred
4 based on the employee's obedience to the employer's directions. Labor Code Section 2802(b)
5 authorizes employees to recover in a court action interest which shall accrue from the date on which
6 the employee incurred the necessary expenditure or loss. Labor Code Section 2802(c) authorizes
7 employees, who to enforce their right to reimbursements under Labor Code Section 2802, to also
8 recover attorneys' fees and costs.

9 103. During the relevant time period, Defendants failed to reimburse Plaintiff and other
10 Class Members for all business expenses incurred for Defendants' benefit in violation of Labor Code
11 Sections 2800 and 2802.

12 104. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class
13 Members for all business and work-related costs, expenditures, losses and expenses in accordance
14 with Labor Code Sections 2800 and 2802, Plaintiff and Class Members are entitled to recover the full
15 unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and statutory
16 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

17 **SEVENTH CAUSE OF ACTION**

18 **VIOLATION OF THE UNFAIR COMPETITION LAW**

19 **(AGAINST ALL DEFENDANTS)**

20 105. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
21 fully set forth herein.

22 106. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful
23 and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the
24 public interest within the meaning of Code of Civil Procedure Section 1021.5.

25 107. Defendants' activities, as alleged herein, violate California law and constitute unlawful
26 business acts or practices in violation of California Business and Professions Code Sections 17200, *et*
27 *seq.*

28 108. A violation of Business and Professions Code Sections 17200, *et seq.* may be

1 predicated on the violation of any state or federal law.

2 109. Defendants' policies and practices have violated state law in at least the following
3 respects:

- 4 (a) Failing to pay all minimum, regular, overtime and double time wages due to Plaintiff
5 and Class Members in violation of Labor Code Sections 204, 206, 510, 1182.12, 1194,
6 1194.2, 1197, 1198;
- 7 (b) Failing to provide meal periods without paying Plaintiff and Class Members premium
8 wages for every day in which a meal period was not provided in violation of Labor
9 Code Sections 226.7 and 512;
- 10 (c) Failing to authorize or permit rest breaks without paying Plaintiff and Class Members
11 premium wages for every day in which a rest break was not authorized or permitted in
12 violation of Labor Code Section 226.7;
- 13 (d) Failing to provide Plaintiff and Class Members with accurate itemized wage statements
14 in violation of Labor Code Section 226;
- 15 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass Members
16 upon separation of employment in violation of Labor Code Sections 201, 202 and 203;
17 and
- 18 (f) Failing to reimburse business expenses in violation of Labor Code Sections 2800 and
19 2802.

20 110. Defendants intentionally avoided paying Plaintiff and Class Members wages and
21 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
22 undercut their competitors and establish and gain a greater foothold in the marketplace.

23 111. Pursuant to Business and Professions Code Sections 17202, 17203, and 17208, Plaintiff
24 and Class Members are entitled to restitution of the wages unlawfully withheld and retained by
25 Defendants during a period that commences four (4) years prior to the filing of this action; an award
26 of attorneys' fees pursuant to Code of Civil Procedure Section 1021.5 and other applicable laws; and
27 an award of costs.

28 112. Plaintiff and Class Members are entitled to an injunction, restitution, and other

1 equitable relief against such unlawful practices to return all funds over which Plaintiff and Class
2 Members have an ownership interest and to prevent future damage pursuant to Business and
3 Professions Code Sections 17200 *et seq.*

4 **EIGHTH CAUSE OF ACTION**

5 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

6 **(Against All Defendants)**

7 113. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
8 fully set forth herein.

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

16 115. On January 15, 2026, Plaintiff gave written notice of the specified provisions alleged
17 to have been violated by Defendants including the facts and theories to support the alleged violations,
18 as required by Labor Code section 2699.3 and paid the filing fee. This written notice was provided via
19 certified mail to Defendants and to the LWDA by electronically filing the notice via the Department
20 of Industrial Relations’ website. More than 65 days have passed since Plaintiff submitted his PAGA
21 notice to the LWDA without a response from the LWDA. Accordingly, Plaintiff may commence a
22 civil action to recover penalties under Labor Code Section 2699 pursuant to Section 2699.3 for the
23 violations of the Labor Code described in this Complaint. These penalties include, but are not limited
24 to, penalties under California Labor Code §§ 210, 226.3, 558(a), 1197.1, and 2699(f)(2).

25 116. The statute of limitations is tolled while a plaintiff exhausts his or her administrative
26 remedies with the LWDA prior to suit, which is required by Labor Code Section 2699.3(d).

27 117. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor Code
28 Section 1174(d). Pursuant to California Labor Code Section 1174.5, any person, including any entity,

1 employing labor who willfully fails to maintain accurate and complete records required by California
2 Labor Code Section 1174 is subject to a penalty under Section 1174.5. Pursuant to the applicable IWC
3 Order Section 7(A)(3), every employer shall keep time records showing when the employee begins
4 and ends each work period. Meal periods, and total hours worked daily shall also be recorded.
5 Additionally, pursuant to the applicable IWC Order Section 7(A)(5), every employer shall keep total
6 hours worked in the payroll period and applicable rates of pay.

7 118. Defendants' conduct violates numerous Labor Code sections, including, but not limited
8 to, the following:

- 9 (a) Violation of Labor Code Sections 201-204, 206, 210, 256, 510, 558, 1194, 1197,
10 1197.1, and 1198 for failure to timely pay all earned wages (including minimum,
11 regular, and overtime wages) owed to Plaintiff and other aggrieved employees during
12 employment and upon separation of employment as herein alleged;
- 13 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal periods to
14 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
15 meal periods as herein alleged;
- 16 (c) Violation of Labor Code Section 226.7 for failure to permit rest breaks and recovery
17 periods to Plaintiff and other aggrieved employees and failure to pay premium wages
18 for missed rest periods as herein alleged;
- 19 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
20 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- 21 (e) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain accurate
22 records regarding the employment of Plaintiff and other aggrieved employees as herein
23 alleged; and
- 24 (f) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse business
25 expenses to Plaintiff and other aggrieved employees as herein alleged.

26 119. Pursuant to Labor Code Section 2699(c)(1), Plaintiff is an "aggrieved employee"
27 because he was employed by the alleged violators and personally suffered each of the alleged
28 violations committed against him, and therefore is properly suited to represent the interests of all other

1 aggrieved employees.

2 120. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3
3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other
4 aggrieved employees under PAGA.

5 121. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
6 recover civil penalties, injunctive relief, in addition to other remedies, for violations of the Labor Code
7 sections cited above.

8 122. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein
9 pursuant to Labor Code Section 2699(g)(1).

10 **PRAYER FOR RELIEF**

11 Plaintiff, individually and on behalf of all others similarly situated and other Class Members,
12 other aggrieved employees, and the State of California, prays for relief and judgment against
13 Defendants, jointly and severally, as follows:

- 14 1. For certification of this action as a class action, including certifying the Class and
15 Subclass alleged by Plaintiff;
- 16 2. For appointment of Plaintiff Jose Cubias as the class representative;
- 17 3. For appointment of Aris LLP as class counsel for all purposes;
- 18 4. For compensatory damages in an amount according to proof with interest thereon;
- 19 5. For economic and/or special damages in an amount according to proof with interest
20 thereon;
- 21 6. For damages, monetary relief, wages, premiums, benefits and penalties, including
22 interest thereon;
- 23 7. For Plaintiff and Waiting time penalties pursuant to Labor Code Section 203;
- 24 8. For the amounts provided for in Labor Code Section 226.7;
- 25 9. For liquidated damages pursuant to Labor Code Section 1194.2;
- 26 10. For statutory penalties to the extent permitted by law, including those pursuant to the
27 Labor Code and IWC Wage Orders;
- 28 11. For restitution to Plaintiff and Class Members of all money and property unlawfully

1 acquired by Defendants through unfair or unlawful business practices pursuant to
2 Business and Professions Code Sections 17200 *et seq.*;

3 12. For an order requiring Defendants to restore and disgorge all funds to each employee
4 acquired by means of any act or practice declared by this Court to be unlawful, unfair
5 or fraudulent and, therefore, constituting unfair competition under Business and
6 Professions Code Sections 17200, *et seq.*;

7 13. For permanent injunctive relief described in the UCL, and PAGA causes of action;

8 14. For prejudgment interest on all sums recovered pursuant to Labor Code Section 218.6
9 and Civil Code Sections 3287 and 3289, and applicable law;

10 15. For post judgment interest on all amounts awarded to Plaintiff and Class Members as
11 provided by law;

12 16. For recovery of attorneys' fees and costs provided by Labor Code Sections 218.6, 226,
13 1194, 2802, and Code of Civil Procedure Section 1021.5;

14 17. For a declaratory judgment that the practices complained of herein are unlawful under
15 California law;

16 18. Such other equitable relief as the Court may deem proper;

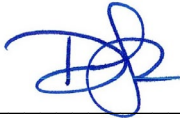
17 19. For treble damages;

18 20. For PAGA penalties; and

19 21. For such other relief as the Court deems just and proper.
20

21 Dated: March 24, 2026

ARIS LLP

22
23 By: 

Daniel J. Hyun

Shelly Song

Attorneys for Plaintiff JOSE CUBIAS
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Dated: March 24, 2026



Daniel J. Hyun
Shelly Song
Attorneys for Plaintiff JOSE CUBIAS