

ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

Attorneys for Plaintiff
ROBERTO REVELO, SR.

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

ROBERTO REVELO, SR., on behalf of
himself, and all aggrieved employees,

Plaintiff,

v.

CLARK BROS., INC., and DOES 1 through
10, inclusive,

Defendants.

) Case No: **26CV175249**

)

) REPRESENTATIVE ACTION

)

) **REPRESENTATIVE ACTION**

)

) **COMPLAINT FOR:**

)

) **1. VIOLATIONS OF THE LABOR CODE;**

)

) **2. PENALTIES; and**

)

) **3. ATTORNEYS' FEES.**

)

)

)

)

)

1 Plaintiff ROBERTO REVELO, SR., on behalf of himself and all aggrieved employees,
2 complains against Defendants CLARK BROS., INC., and Does 1 through 10 (all referred to
3 collectively as “Defendants” or “CLARK BROS”) as follows:

4 **I. JURISDICTION AND VENUE**

5 1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among
6 other statutes, California Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512,
7 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802. In particular, Plaintiff has complied with all
8 California Labor Code § 2699.3 requirements for commencing a civil action under the California
9 Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”).

10 2. This Court has personal jurisdiction over the parties because, at all relevant times,
11 Plaintiff was a California resident who worked in California for Defendants and Defendants
12 systematically and continuously have conducted business in the State of California.

13 3. Venue is proper in this Court under California Code of Civil Procedure § 395.5
14 because (a) Plaintiff performed part of his duties in Alameda County, (b) part of the of the
15 obligations of the parties arises in Alameda County, (c) part of Defendants’ liability arises in
16 Alameda County, and (d) breaches by Defendants occurred in connection with work performed
17 partly in Alameda County

18 **II. PARTIES AND BACKGROUND**

19 4. Plaintiff ROBERTO REVELO, SR. is an adult who worked for Defendants as a
20 non-union hourly driver from approximately May 5, 2025 through July 31, 2025 on a project
21 constructing a solar panel site in Livermore, California.

22 5. Defendant CLARK BROS., INC. is a California Corporation doing business
23 throughout California and is a “person” as defined by California Labor Code § 18 and California
24 Business and Professions Code § 17201. In addition, it is an “employer” as that term is used in
25 the California Labor Code and in the California Industrial Welfare Commission’s Orders
26 regulating wages, hours, and working conditions.

27 6. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1
28 through 10, inclusive, and therefore sues those Defendants by those fictitious names. Plaintiff

1 will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is
2 informed and believes and on that ground alleges that each of the fictitiously-named Defendants
3 is responsible in some manner for the occurrences alleged and that Plaintiff's damages and other
4 losses as alleged are proximately caused by those occurrences.

5 7. On behalf of the State of California and all aggrieved employees who worked as
6 non-union hourly non-exempt employees in California at any time or times during the applicable
7 statute of limitations, Plaintiff seeks all applicable penalties, interest, attorneys' fees, costs and
8 other sums for each violation of: (a) California Labor Code §§ 226.7, 510, 1194, 1194.2, 1197,
9 1197.1 1198 and 1199 and the applicable IWC Wage Order (failure to pay wages, including
10 minimum wages and overtime, for all hours worked), (b) California Labor Code §§ 226.7, 512,
11 1198 and 1999 and the applicable IWC Wage Order (failure to provide meal periods); (c)
12 California Labor Code § 226.7, 1198 and 1199 and the applicable IWC Wage Order (failure to
13 authorize and permit rest breaks); (d) policy and practice of violating California Labor Code §§
14 226 and 226.3 (failure to provide accurate itemized wage statements); (e) California Labor Code
15 §§ 201-203 (failure to pay former aggrieved employees all wages due and owing at the time of
16 discharge or voluntary quit); (f) California Labor Code § 204 (failure to pay aggrieved
17 employees in a timely manner); and (g) California Labor Code § 2802 (failure to reimburse
18 aggrieved employees for all necessary expenditures and losses incurred at the direction of and/or
19 on behalf of Defendants).

20 **III. FACTUAL ALLEGATIONS**

21 8. This is a representative action under Labor Code §§ 2698, *et seq.*, seeking PAGA
22 penalties interest, attorneys' fees, costs and other sums for violations of the Labor Code.

23 9. CLARK BROS is a full-service construction company that offers engineering,
24 procurement, and construction services throughout California.

25 10. At all relevant times, Plaintiff performed work for CLARK BROS as a non-union
26 hourly driver. During his employment with CLARK BROS, he typically worked four to five
27 days a week, 10 hours a day, or more.

28 11. Defendants have implemented a policy and practice of failing to pay Plaintiff and

1 other aggrieved employees statutorily-mandated overtime pay by failing to pay them their entire
2 hourly rate and/or premium wages and, at times, any wages at all, including the minimum wage,
3 for compensable time spent under CLARK BROS' direction and control. Plaintiff and other
4 aggrieved employees were required to perform pre-shift off-the-clock. CLARK BROS required
5 Plaintiff and other aggrieved employees to arrive at the construction site approximately 45
6 minutes prior to their designated shift start time. Plaintiff and other aggrieved employees then
7 donned safety equipment consisting of snake chaps,¹ safety boots, a safety vest, and a hard hat.
8 Plaintiff and other aggrieved employees then had to do a do a walkaround of the trucks and do a
9 Daily Vehicle Inspection Report ("DVIR"), which is a vehicle safety form required by CLARK
10 BROS It takes approximately 20 minutes to complete the walkaround and fill out the DVIR.
11 After completing the walkaround, Plaintiff and other aggrieved employees had to drive to the
12 location where the morning safety meeting was conducted. The safety meeting starts at 7:00
13 a.m., which also started Plaintiff's and other aggrieved employee's paid time. As such, Plaintiff
14 and other aggrieved employees did not receive any pay whatsoever for their pre-shift
15 compensable time spent working under Defendants' direction and control.

16 12. Defendants also did not properly pay overtime. Plaintiff and other aggrieved
17 employees typically worked a 4/10 schedule, meaning four days a week, 10 hours a day. CLARK
18 BROS only paid overtime if they worked an extra fifth day on Friday, it did not pay overtime for
19 hours over 10 in a day. Plaintiff and other aggrieved employees often worked over 10 hours a
20 day, however rather than paying overtime, CLARK BROS would send Plaintiff and other
21 aggrieved employees home early the next day in an attempt to make up for its failure to pay
22 overtime wages due and owing. Additionally, Plaintiff and other aggrieved employees were not
23 paid for all pre-shift activities that should have been compensable time and should have been
24 paid at the applicable overtime rate. By failing to properly pay overtime, CLARK BROS violated
25 Labor Code §§ 510, 1194, 1197, 1198, and 1199 and the applicable IWC Wage Order.

26
27 _____
28 ¹ Snake chaps are similar to baseball catcher's gear, they are chaps that are tied around an
individual's legs in order to prevent snake bites.

1 13. At all relevant times, Labor Code §§ 226.7 and 512 and the applicable IWC Wage
2 Order required employers to provide employees with a first meal period of not less than 30
3 minutes during which they are relieved of all duty (referred to as “duty-free”) before working
4 more than five hours, and a second duty-free meal period of not less than 30 minutes before
5 working more than 10 hours in a day. As alleged herein, CLARK BROS employed a policy and
6 practice of failing to provide all meal periods to Plaintiffs and other aggrieved employees.
7 Defendants required Plaintiff to work through his meal periods and Plaintiff missed his meal
8 periods approximately until his last two weeks on the job. On information and belief, other
9 aggrieved employees also missed their meal periods. Defendants did not pay Plaintiff and other
10 aggrieved employees for missed, untimely, and/or short meal periods.

11 14. At all relevant times, Labor Code § 226.7 and the applicable IWC Wage Order
12 required employers to authorize and permit a paid rest break of at least 10 minutes for every four
13 hours of work performed or major fraction thereof. An employee working more than ten hours in
14 a single workday is entitled to three paid rest breaks, each lasting at least 10 minutes. As alleged
15 herein, CLARK BROS employed a policy and practice of failing to permit and authorize rest
16 periods and/or paying rest period premiums to aggrieved employees for such rest periods not
17 provided, in violation of the Labor Code and the applicable IWC Wage Order. Plaintiff did not
18 receive rest breaks at all and was not paid premium pay for such missed rest breaks. Similarly,
19 other aggrieved employees also did not receive their legally required paid rest breaks and were
20 not paid premium pay for missed, untimely, and/or short rest breaks.

21 15. Labor Code § 226 provides that every employer is required, “semimonthly or at
22 the time of each payment of wages,” to provide each employee with an itemized wage statement
23 setting forth, *inter alia*, the total hours worked by the employee (except for salaried employees)
24 and “all applicable hourly rates in effect during the pay period and the corresponding number of
25 hours worked at each hourly rate by the employee.” Lab. Code § 226(a). Defendants
26 implemented a policy and practice of violating Labor Code § 226 by failing to provide complete
27 and accurate itemized wage statements to Plaintiff and other aggrieved employees in that the
28 wage statements provided did not, among other things, display the correct “total hours worked”

1 and “gross wages earned” in violation of Labor Code § 226(a). Through its violations of Labor
2 Code § 226(a), Defendants also violated Labor Code § 226.3

3 16. Defendants had a policy and practice of violating California Labor Code §§ 201-
4 203 by failing to pay Plaintiff and other aggrieved employees all wages due and owing at the
5 time of discharge or voluntary quit. Plaintiff and other aggrieved employees who no longer are
6 employed by Defendants still are owed minimum wages and overtime, as well as premium pay
7 for missed meal periods and rest breaks.

8 17. Defendants employed a policy and practice of failing to pay Plaintiffs and other
9 aggrieved employees all wages due and owing in a timely manner as required by Labor Code §
10 204.

11 18. Defendants implemented a policy and practice of violating Labor Code § 2802 by
12 failing to reimburse Plaintiff and other aggrieved employees for necessary expenditures and
13 losses incurred in their work for Defendants. Defendants required Plaintiff and other aggrieved
14 employees to have a cellular telephone and related service for work purposes. CLARK BROS
15 regularly contacted Plaintiff and other aggrieved employees via their personal cellular telephones
16 while at work regarding various issues, including the status of deliveries to the construction site.
17 Plaintiff and other aggrieved employees have not received full reimbursement and/or indemnity
18 for all necessary expenditures or losses incurred in connection with the expenses described
19 above.

20 **IV. REPRESENTATIVE ACTION ALLEGATIONS**

21 19. Plaintiff seeks to represent all aggrieved employees within the meaning of Labor
22 Code §§ 2698, *et seq.* who, within the applicable limitations period, up to the present and until
23 compliance with the law, performed work in California for CLARK BROS as non-union hourly
24 employees.

25 20. On behalf of all aggrieved employees, Plaintiff seeks PAGA penalties under
26 Labor Code §§ 226.3 and 2699(f), as applicable, for each violation of Labor Code, including:

- 27 (a) §§ 226.7, 1194, 1194.2, 1197, 1197.1, 1198 and 1999 and the applicable
28 IWC Wage Order (failure to pay minimum wages and overtime);

- (b) §§ 226.7, 512(a), 1198 and 1199 and the applicable IWC Wage Order (failure to provide meal periods);
- (c) §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order (failure to provide rest breaks);
- (d) §§ 226(a) and 226.3 (failure to provide itemized wage statements);
- (e) §§ 201-203 (failure to pay wages upon termination);
- (f) § 204 (failure to pay wages in a timely manner);
- (g) § 2802 (failure to reimburse business expenses); and

21. There is a well-defined community of OR The State of California has an enforcement interest in the questions of law and fact affecting the aggrieved employees whom Plaintiff seeks to represent. The aggrieved employees' claims against Defendants involve questions of common or general interest, including but not limited to whether Defendants: (1) violated the Labor Code and the applicable IWC Wage Order by failing to pay any wages, including minimum wages and overtime, to aggrieved employees workers for various hours worked, including compensable pre-shift time spent working; (2) violated the Labor Code and the applicable IWC Wage Order by failing to provide aggrieved employees with all of their required off-duty meal periods and failing to pay the required missed-meal-period premiums for each meal period that was not provided; (3) violated the Labor Code and the applicable IWC Wage Order by failing to authorize and permit aggrieved employees to take all of their required paid rest breaks and failing to pay the required missed-rest-break premium for each paid rest break not allowed or permitted; (4) violated Labor Code §§ 226 and 226.3 by failing to provide aggrieved employees with accurate and itemized wage statements; (5) violated Labor Code §§ 201-203 by failing to pay departing aggrieved employees all wages due at the time of discharge or voluntary quit; (6) violated Labor Code § 204 by failing to pay aggrieved employees their wages in a timely manner as required by that section; and (7) violated Labor Code § 2802 by failing to reimburse aggrieved employees for all necessary expenditures and losses incurred in the direct consequence of the discharge of their duties.

22. Plaintiff's claims are typical of the claims of the aggrieved employees whom

1 Plaintiff seeks to represent on a representative basis and his interests are consistent with, and not
2 antagonistic to, those of the other aggrieved employees. Plaintiff will fairly and adequately
3 represent the interests of the aggrieved employees whom he seeks to represent because Plaintiff
4 is also an aggrieved employee and his claims are typical of those of the aggrieved employees.
5 Plaintiff has retained attorneys who are experienced in the prosecution of representative actions
6 and Plaintiff intends to prosecute this action vigorously.

7 23. Common questions of law and fact exist as to all aggrieved employees that
8 predominate over any other questions affecting only individual aggrieved employees.

9 24. Plaintiff requests permission to amend the Complaint to include additional
10 representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved
11 employees.

12 **V. FIRST CAUSE OF ACTION**
13 **(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES –**
14 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

15 25. Plaintiff repeats and realleges each and every paragraph above as though fully set
16 forth herein.

17 26. California Labor Code § 2699(f) permits “aggrieved employees” to recover
18 certain penalties on their own behalf and on behalf of other current and former employees.

19 27. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code
20 Private Attorneys General Act of 2004 because he is a person who was employed by the alleged
21 violators and against whom one or more of the alleged violations were committed.

22 28. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
23 action against Defendants for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1,
24 1198 and 1199 as well as the applicable IWC Wage Order.

25 29. By the actions alleged in this complaint, Defendants failed to pay Plaintiff and
26 other aggrieved employees any wages, including minimum wages and overtime pay, for certain
27 hours worked, all in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199
28 as well as the applicable IWC Wage Order.

1 30. Therefore, Plaintiff and all current and former aggrieved employees demand the
2 penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 1194, 1194.2,
3 1197, 1197.1, 1198 and 1199 as well as the applicable IWC Wage Order.

4 31. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §
5 2699(g)(1).

6 Wherefore, Plaintiff prays for relief as set forth below.

7 **VI. SECOND CAUSE OF ACTION**

8 **(FAILURE TO PROVIDE MEAL PERIODS –**

9 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

10 32. Plaintiff repeats and realleges each and every paragraph above as though fully set
11 forth herein.

12 33. California Labor Code § 2699(f) permits "aggrieved employees" to recover
13 certain penalties on their own behalf and on behalf of other current and former employees.

14 34. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code
15 Private Attorneys General Act of 2004 because he is a person who was employed by the alleged
16 violators and against whom one or more of the alleged violations was committed.

17 35. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
18 action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and the
19 applicable IWC Wage Order.

20 36. By the actions alleged herein, Defendants failed to provide Plaintiffs and other
21 aggrieved employees to take their required meal periods in violation of Labor Code §§ 226.7,
22 512, 1198 and 1199 and the applicable IWC Wage Order.

23 37. Therefore, Plaintiff and all current and former aggrieved employees demand the
24 penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198
25 and 1199 and the applicable IWC Wage Order.

26 38. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §
27 2699(g)(1).

28 Wherefore, Plaintiff prays for relief as set forth below.

VII. THIRD CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

39. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

40. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

41. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

42. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order.

43. By the actions alleged herein, Defendants failed to authorize and permit aggrieved employees to take their required rest periods in violation of Labor Code §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order.

44. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order.

45. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VIII. FOURTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

46. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

47. California Labor Code § 2699(f) permits “aggrieved employees” to recover

certain penalties on their own behalf and on behalf of other current and former employees.

48. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

49. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226(a) and 226.3.

50. By the actions alleged herein, Defendants have failed to comply with Labor Code § 226(a) as it relates to Plaintiff and the other aggrieved employees. As alleged above, CLARK BROS employs a policy and practice of failing to provide complete and accurate itemized wage statements to Plaintiffs and other aggrieved employees as required by Labor Code § 226(a) in that the wage statements provided do not, among other things, display “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate,” the correct “total hours worked,” and the “gross wages earned.” In addition, the wage statements did not include premium pay for missed meal and rest periods.

51. Therefore, Plaintiff, for himself and all current and former aggrieved employees on behalf of the State of California, demands the Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (If Labor Code § 226.3 is found not to apply to Defendants’ violations of Labor Code § 226(a), Plaintiff alternatively will seek Labor Code § 2699(f) penalties.)

52. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

IX. FIFTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

53. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

54. California Labor Code § 2699(f) permits “aggrieved employees” to recover

certain penalties on their own behalf and on behalf of other current and former employees.

55. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

56. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

57. By the actions alleged herein, Defendants failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

58. Therefore, Plaintiff, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

59. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

X. SIXTH CAUSE OF ACTION

(LABOR CODE § 2802 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

60. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

61. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

62. Plaintiff is an “aggrieved employee” as that term is defined in PAGA because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

63. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 2802.

64. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 2802 as it relates to Plaintiff and other aggrieved employees.

65. Plaintiff, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 2802.

66. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XI. SEVENTH CAUSE OF ACTION

(LABOR CODE § 204 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

67. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

68. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

69. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

70. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

71. By the actions alleged herein, Defendants have failed to comply with Labor Code § 204 as it relates to Plaintiff and the other aggrieved employees.

72. Therefore, Plaintiff, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

73. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

XII. PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- i. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code §§ 226.7, 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay wages, including minimum wages

and overtime, for all hours worked) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

ii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198 and 1199 (missed meal periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

iii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 1198 and 1199 (missed rest periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

iv. For civil penalties as specified by Labor Code § 226.3 for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)

v. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

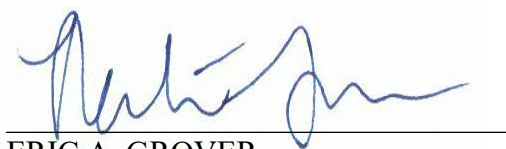
- vi. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 2802 (unreimbursed business expenses) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- viii. For reasonable attorneys' fees and costs as allowed by law, including Labor Code § 2699(g)(1) and Code of Civil Procedure § 1021.5
- ix. For all interest as required by Labor Code § 218.6 or any other applicable law;
- x. For such other and further relief as the Court should deem proper.

Dated: March 10, 2026

Respectfully submitted,

KELLER GROVER LLP

By:



ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Aggrieved Employees