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Attorneys for Plaintiff JORGE LARA ROJAS, on behalf of himself and others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JORGE LARA ROJAS, an individual aggrieved employee, and CELIA MORENO, an individual aggrieved employee, and on behalf of all others similarly situated and aggrieved,

Plaintiffs,

vs.

STRINGKING LACROSSE LLC, a Massachusetts Limited Liability Company; STRINGKING INC., a Delaware stock corporation; JAKE ROSSI McCAMPBELL, an individual; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV23059; related to Case No. 23STCV19073

Honorable Elihu M. Berle
Department SSC-6

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:	November 17, 2026
Time:	10:00 a.m.
Dept.:	SSC-6
Complaint Filed:	September 25, 2023
Trial Date:	Not Set

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Attorneys for Plaintiff CELIA MORENO
individually and on behalf of all others similarly
situated and aggrieved

[PROPOSED] ORDER

On November 17, 2026 at 10:00 a.m. in Department 6 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Jorge Lara Rojas and Plaintiff Celia Moreno's (together, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Elihu M. Berle. Blackstone Law, APC and Bibiyan Law Group, P.C. appeared on behalf of Plaintiffs and Seddigh Arbetter, LLP appeared on behalf of Defendants StringKing, Inc. and StringKing Lacrosse, LLC ("Defendants").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 4 to the Declaration of Annabel Blanchard in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All persons currently or formerly employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the Class Period, in the State of California.
>
> (The Class Period is defined as the period from August 10, 2019, through May 19, 2026.)

7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, and David Bibiyan, Vedang J. Patel, Calyn Hadlock, and Brandon M. Chang of Bibiyan Law Group, P.C. as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiffs Jorge Lara Rojas and Celia Moreno as the representatives of the Class ("Class Representatives").

9. The Court provisionally appoints Phoenix Class Action Administration Solutions to

handle the administration of the Settlement ("Settlement Administrator").

10. The Court grants Plaintiffs leave to file the First Amended Class and Representative Action Complaint, attached hereto as **Exhibit 2**.

11. Within fourteen (14) calendar days after entry of this Order, Defendants will provide the Settlement Administrator with the following information about each Class Member: full name, last known mailing address, Social Security number, dates worked for Defendants during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods (collectively referred to as the "Class List") in conformity with the Settlement Agreement.

12. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' right to dispute the Workweeks and/or Pay Periods credited to each of them by submitting a Dispute, and of each Settlement Class Member's right and opportunity to object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice in English and Spanish by First-Class U.S. Mail to all Class Members within ten (10) business days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

13. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the

Settlement Administrator to Class Members ("Response Deadline"), (or, if the forty-fifth day falls on a Sunday or federal holiday, the next day on which the United States Postal Service is open) or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

14. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 6 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA Amount.

15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

16. To object to the Class Settlement, a Settlement Class Member must submit their Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members,

individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

19. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to implement and complete the Settlement, are stayed. (Settlement Agreement, ¶ 53.)

IT IS SO ORDERED.

Dated: _____

_____
Honorable Elihu M. Berle
Judge of the Superior Court

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING

Jorge Lara Rojas et al. v. StringKing Lacrosse LLC et al.

(County of Los Angeles, California Superior Court Case No. 23STCV23059)

As a current or former non-exempt, hourly-paid California employee of StringKing Lacrosse, LLC and/or StringKing, Inc., you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of defendants StringKing Lacrosse, LLC and/or StringKing, Inc. ("Defendants"), show that you are a "Class Member" and, therefore, entitled to a payment from this class action settlement. Class Members are all persons currently or formerly employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the period from August 10, 2019 through May 19, 2026 ("Class Period") in the State of California.

The settlement is to resolve a class action lawsuit, *Jorge Lara Rojas et al. v. StringKing Lacrosse LLC et al.,* pending in the Superior Court of California for the County of Los Angeles, Case Number 23STCV23059 (the "Lawsuit"), alleging causes of action against Defendants for: 1) failure to pay overtime wages, 2) failure to pay minimum wages, 3) failure to provide meal periods, 4) failure to provide rest periods, 5) waiting time penalties, 6) wage statement violations, 7) failure to timely pay wages, 8) failure to reimburse business expenses, and 9) unfair competition. Plaintiffs also seek civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") for violations of the California Labor Code.

- On _____, the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and all liability, and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from July 19, 2022 through May 19, 2026 ("PAGA Period") as a non-exempt, hourly-paid employee of Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, as well, then you will be deemed a "PAGA Employee" and you will still

	receive your share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, _____, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for _____ in Department 6 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at _____, in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 6. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for at least one of the Defendants as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Plaintiff Jorge Lara Rojas and Plaintiff Celia Moreno were hourly-paid, non-exempt employees of Defendants. They are the "Plaintiffs" in this case and are suing on behalf of themselves and Class Members for Defendants' alleged failure to pay overtime wages, failure to pay minimum wages, failure to pay vested vacation pay, failure to comply with sick pay laws, failure to provide meal periods, failure to provide rest periods, waiting time penalties, wage statement violations, failure to timely pay wages, failure to reimburse expenses, unlawful restraints on competition, failure to protect wage disclosure rights, failure to provide written notice of employment information, failure to maintain accurate payroll records, retaliation, and unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek penalties under California Labor Code Private Attorneys General Act ("PAGA").

Defendants deny all the allegations made by Plaintiffs, deny any liability, and deny that they violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this

class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiffs and Defendants have agreed to settle this case on behalf of themselves and Class Members and PAGA Employees for the Gross Settlement Amount of $1,050,000.00; unless increased pursuant to the Settlement Agreement. The Gross Settlement Amount includes (1) Administration Costs up to $20,000.00; (2) a service award of up to $10,000.00 to each Plaintiff, for a total of $20,000.00 for their time and effort in pursuing this case; (3) up to thirty-five percent (35%) of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amount to $367,500.00; (4) up to $60,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of $105,000. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA penalties, or $78,750.00, will be paid to the LWDA and twenty-five percent (25%), or $26,250.00 will be distributed to PAGA Employees. After deducting these sums, a total of approximately $477,500.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendants represent that Class Members worked a total of 83,533 Workweeks during the Class Period. In the event that the Settlement Administrator determines that the number of Workweeks worked by Class Members during the Class Period increases by more than 5%, or 4,176 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 87,709 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount ($1,050,000.00) by 83,533, which amounts to a Workweek Value of $12.57. Thus, for example, should there be 88,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $3,657.87 (88,000 – 87,709 Workweeks x $12.57).

Settlement payments will not be issued until the Court grants final approval and Defendants fund the Settlement. Defendants are required to fully fund the Gross Settlement Amount no later than eighteen (18) months from May 25, 2026, or thirty (30) calendar days after the Effective Date of the Settlement, whichever is later, and the Settlement Administrator will issue settlement payments within five (5) business days after funding.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of Workweeks worked by Class Members in hourly-paid, non-exempt positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Class Member's Eligible Workweeks. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) × Class Member's Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (*i.e.*, PAGA Employees) will receive a *pro rata* share of the $26,250 allocated as employee payments from the PAGA penalties, whether or not they opt out, based on the number of Pay Periods worked by each PAGA Employee during the PAGA Period.

Defendants' records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [$Estimated Award] and your estimated payment as a PAGA Employee would be [$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a written dispute ("Dispute") to the Settlement Administrator,

postmarked no later than [Response Deadline]. Please include any documentation you have that you contend supports your Dispute. Your Dispute must: (a) contain the case name and number of the Lawsuit; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; and (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number. Defendants' records will be presumed correct unless you submit documents demonstrating otherwise. The Settlement Administrator will evaluate the materials submitted and resolve the Dispute, and its determination will be final and non-appealable.. You should send copies rather than originals because the documents will not be returned to you.

Tax Reporting

100% of the payments for PAGA penalties to PAGA Employees will be allocated as penalties reported on IRS Form 1099. Twenty percent (20%) of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and eighty percent (80%) will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California State Controller's Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384 subd. (b).

Your Options Under the Settlement

Option 1 – *Do Nothing and Receive Your Payment*

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also a PAGA Employee. If you do not submit a Dispute, your payment(s) will be calculated based on the Workweeks and Pay Periods set forth above, subject to final calculation after Final Approval. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above**.

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Class Claims" he or she may have or had upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes by Defendants against all Released Parties as follows:

Released Class Claims: For the duration of the Class Period, all Settlement Class Members, release the Released Parties from any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, timely pay vacation and PTO wages, provide written notice of employment information, maintain complete and accurate payroll records, comply with paid sick leave requirements, refrain from imposing unlawful restraints on competition and conditions of employment, protect wage disclosure rights, and refrain from retaliation for exercising labor rights or engaging in whistleblowing activity, and reimburse

necessary business-related expenses in violation of California Labor Code Sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 232, 232.5, 245 et seq., 432, 510, 512(a), 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, and 2810.5, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.* ("Released Class Claims").

Released PAGA Claims: For the duration of the PAGA Period, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees are deemed to release, the Released Parties from any and all claims arising from any of the factual allegations in the PAGA Letters and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., which shall specifically include claims for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, timely pay vacation and PTO wages, provide written notice of employment information, comply with paid sick leave requirements, refrain from imposing unlawful restraints on competition and conditions of employment, protect wage disclosure rights, and refrain from retaliation for exercising labor rights or engaging in whistleblowing activity, and reimburse necessary business-related expenses in violation of California Labor Code Sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 232, 232.5, 245 et seq., 432, 510, 512(a), 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, and 2810.5, and the applicable Industrial Welfare Commission Wage Order ("Released PAGA Claims").

"Released Parties" means Defendants and each of their subsidiaries, staffing agencies, professional employer organizations, parent, related, affiliated, predecessor, and successor companies/entities, and each of their respective past, present and future principals (including but not limited to Jake Rossi McCampbell), owners, stockholders, partners, members, managers, directors, officers, joint venturers, joint employers, alter-egos, affiliates, fiduciaries, trustees, employees, servants, contractors, agents, attorneys, insurers, assigns, representatives, spouses, relatives, heirs, executors, administrators, and any other entities in which they may have any interest.

"Effective Date" means (i) if no Settlement Class Member objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

Option 2 – *Opt Out of the Settlement*

If you do not wish to receive your Individual Settlement Payment or release the Released Class Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request for exclusion ("Request for Exclusion") must: (a) contain the case name and number of the Lawsuit; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be mailed to the Settlement Administrator at the address below, postmarked on or before the Response Deadline.

[Settlement Administrator]
[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE].

The Response Deadline is forty-five (45) calendar days from the initial mailing of this Notice. If the 45th day falls on a Sunday or federal holiday, the Response Deadline will be extended to the next day on which the United States Postal Service is open. If this Notice was re-mailed to you, your Response Deadline is extended by fifteen (15) calendar days from the original Response Deadline.

The proposed settlement includes the settlement of the Released PAGA Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, even if you request exclusion from the settlement, if you are a PAGA Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Released Class Claims.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection ("Notice of Objection") must: (a) contain the case name and number of the Lawsuit; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection, accompanied by any legal support for the objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator, postmarked on or before [RESPONSE DEADLINE]. Please also state whether you plan to appear at the Final Approval Hearing. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for _____ at ____ a.m. in Department 6 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at *https://www.lacourt.ca.gov/pages/lp/lacc-welcome*. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 6 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at *https://www.lacourt.ca.gov/pages/lp/access-a-case*.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

EXHIBIT

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Attorneys for Plaintiff JORGE LARA ROJAS, on behalf of himself and all others similarly situated and aggrieved

[Additional Plaintiffs' counsel on the next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JORGE LARA ROJAS, an individual aggrieved employee, and CELIA MORENO, an individual aggrieved employee, and on behalf of and all others similarly situated and aggrieved,

Plaintiffs,

v.

STRINGKING LACROSSE, LLC, a Massachusetts Limited Liability Company; STRINGKING, INC. a Delaware Stock Corporation; JAKE ROSSI McCAMPBELL, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV23059; related to Case No. 23STCV19073

Assigned for all purposes to Hon. Elihu M. Berle, Dept.6

FIRST AMENDED CONSOLIDATED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. UNFAIR COMPETITION; and
10. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LAB. CODE § 2698, et seq.).

DEMAND FOR JURY TRIAL
[Amount in Controversy Exceeds $35,000.00]
Complaint Filed: September 25, 2023

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Plaintiffs JORGE LARA ROJAS and CELIA MORENO ("Plaintiffs"), on behalf of Plaintiffs and all others similarly situated and aggrieved, allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, and a representative action under the Labor Code Private Attorneys General Act of 2004, Labor Code section 2698, et seq. ("PAGA"), against STRINGKING LACROSSE, LLC and STRINGKING, INC., and any of its respective subsidiaries or affiliated companies within the State of California; JAKE ROSSI McCAMPBELL ("McCAMPBELL"); and DOES 1 through 100, as further defined below (collectively, "Defendants"), on behalf of Plaintiffs and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

2. On August 10, 2023, Plaintiff MORENO filed a Class Action Complaint for Damages in the action entitled Celia Moreno v. Stringking, Inc., Los Angeles County Superior Court Case No. 23STCV19073 (the "Moreno Class Action"). On September 25, 2023, Plaintiff MORENO filed a Complaint for Enforcement Action Under the Private Attorneys General Act in the action entitled Celia Moreno v. Stringking, Inc., Los Angeles County Superior Court Case No. 23STCV23225 (the "Moreno PAGA Action"). On September 25, 2023, Plaintiff ROJAS filed the original Class Action Complaint in this action (the "Rojas Action"). On January 16, 2024, Plaintiff ROJAS filed a Complaint for Enforcement Action Under the Private Attorneys General Act in the action entitled Jorge Lara Rojas v. String King Lacrosse, LLC, Los Angeles County Superior Court Case No. 24TRCV00144 (the "Rojas PAGA Action"). This First Amended Consolidated Class and Representative Action Complaint consolidates, for purposes of settlement, all parties and all claims alleged in the Moreno Class Action, the Moreno PAGA Action, the Rojas PAGA Action, and the Rojas Action.

PARTIES

A. Plaintiffs

3. Plaintiff JORGE LARA ROJAS ("ROJAS") is a resident of the State of California. At all relevant times herein, Plaintiff ROJAS is informed and believes, and based thereon alleges, that

Defendants employed Plaintiff ROJAS as a non-exempt employee, with duties that included, but were not limited to, ironing and packing masks, robes, and shirts. Plaintiff ROJAS is informed and believes, and based thereon alleges, that he worked for Defendants from approximately April of 2020 through approximately September of 2021.

4. Plaintiff CELIA MORENO ("MORENO") is a resident of the County of Los Angeles, State of California. At all relevant times herein, Plaintiff MORENO is informed and believes, and based thereon alleges, that Defendants employed Plaintiff MORENO as a non-exempt, hourly-paid employee, working as a seamstress at Defendant's location at 450 West Victoria Street, Compton, California 90220. Plaintiff MORENO is informed and believes, and based thereon alleges, that she worked for Defendants from approximately October 19, 2022, through approximately June 8, 2023.

B. Defendants

5. Plaintiffs are informed and believe, and based thereon allege, that Defendant STRINGKING LACROSSE, LLC is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of Massachusetts and doing business in the County of Los Angeles, State of California.

6. Plaintiffs are informed and believe, and based thereon allege, that Defendant STRINGKING, INC. is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of Delaware and doing business in the County of Los Angeles, State of California.

7. Plaintiffs are informed and believe, and based thereon allege, that Defendant McCAMPBELL is, and at all times relevant hereto was, an individual residing in California, as well as the President of STRINGKING LACROSSE, LLC and STRINGKING, INC. Plaintiffs are further informed and believe, and based thereon allege, that McCAMPBELL violated, or caused to be violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

8. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs, who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.

Plaintiffs are informed and believe, and based thereon allege, that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall include STRINGKING LACROSSE, LLC and STRINGKING, INC., and any of their parent, subsidiary, or affiliated companies within the State of California, as well as McCAMPBELL and DOES 1 through 100 identified herein.

JOINT LIABILITY ALLEGATIONS

9. Plaintiffs are informed and believe, and based thereon allege, that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

10. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.

11. Plaintiffs are further informed and believe, and based thereon allege, that DOES 51 through 100 violated, or caused to be violated, the above-referenced and below-referenced Labor

Code provisions in violation of Labor Code section 558.1.

12. Plaintiffs are informed and believe, and based thereon allege, that despite the formation of the purported corporate existence of STRINGKING LACROSSE, LLC and STRINGKING, INC., and DOES 1 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with McCAMPBELL and DOES 51 through 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following reasons: there exists such a unity of interest and ownership between Defendants, and each of them, that their individuality and separateness have ceased to exist.

A. The Alter Ego Defendants are completely dominated and controlled by the Individual Defendants who personally committed the wrongful and illegal acts and violated the laws as set forth in this Complaint, and who has hidden and currently hide behind the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose;

B. The Individual Defendants derive actual and significant monetary benefits by and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as the funding source for the Individual Defendants' own personal expenditures;

C. Plaintiffs are informed and believe, and thereon allege, that the Individual Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose;

D. Plaintiffs are informed and believe, and thereon allege, that the business affairs of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned herein were,

the alter egos of the Individual Defendants;

E. The recognition of the separate existence of the Individual Defendants and the Alter Ego Defendants would promote injustice insofar that it would permit defendants to insulate themselves from liability to Plaintiffs for violations of the Civil Code, Labor Code, and other statutory violations. The corporate existence of these defendants should thus be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiffs herein;

F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be disregarded;

13. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based thereon allege, that Defendants, and each of them, are joint employers.

JURISDICTION

14. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

15. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiffs and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiffs and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Class Members in Los Angeles County, and because Defendants employ numerous Class Members in Los Angeles County.

FACTUAL BACKGROUND

16. The policies and practices alleged herein were in effect throughout the Class Period and, as to the PAGA claims, throughout the PAGA Period (each as defined below). For at least four (4) years prior to the filing of the Moreno Class Action and continuing to the present, Defendants

have, at times, failed to pay overtime wages to Plaintiffs and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiffs and Class Members to take inventory of the work they completed that day and to clean their workstations after clocking out; and implementing a time rounding policy that was not neutral and was designed to round time in Defendants' favor, to the detriment of Plaintiffs and Class Members.

17. For at least four (4) years prior to the filing of the Moreno Class Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiffs and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiffs and Class Members to take inventory of the work they completed that day and to clean their workstations after clocking out; and rounding Plaintiffs' and Class Members' time in a manner that, at times, resulted in the underpayment of wages, to the detriment of Plaintiffs and Class Members.

18. For at least four (4) years prior to the filing of the Moreno Class Action and continuing to the present, Defendants have, at times, failed to provide Plaintiffs and Class Members, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws.

19. For at least four (4) years prior to the filing of the Moreno Class Action and continuing to the present, Defendants have, at times, failed to authorize and permit Plaintiffs and Class Members,

or some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to provide compensation for such unprovided rest periods as required by California wage and hour laws.

20. For at least three (3) years prior to the filing of the Moreno Class Action and continuing to the present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, premium wages, sick pay, and vacation pay and PTO pursuant to Labor Code section 227.3.

21. For at least one (1) year prior to the filing of the Moreno Class Action and continuing to the present, Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the name and address of the legal entity that is the employer; and other such information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

22. For at least one (1) year prior to the filing of the Moreno Class Action and continuing to the present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the full amount of their wages for labor performed in a timely fashion as required under Labor Code section 204.

23. For at least three (3) years prior to the filing of the Moreno Class Action and continuing to the present, Defendants have, at times, failed to indemnify Plaintiffs and Class Members, or some of them, for the costs incurred in purchasing and/or providing unreturned deposits for mandatory work uniforms; laundering mandatory work uniforms; and purchasing tools necessary to perform work duties, including, without limitation, scissors, needles, coils, and other sewing tools.

24. For at least four (4) years prior to the filing of the Moreno Class Action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated employees or former employees within the State of California with compensation at their

final rate of pay for unused vested paid vacation days and PTO pursuant to Labor Code section 227.3.

25. For at least one (1) year prior to the filing of the Moreno Class Action and continuing to the present, Defendants have had a consistent policy of imposing unlawful restraints on competition and conditions of employment on Plaintiffs and Class Members in violation of California law.

26. For at least four (4) years prior to the filing of the Moreno Class Action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated employees or former employees within the State of California with the rights provided to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including failing to comply with paid sick leave requirements.

27. For at least one (1) year prior to the filing of the Moreno Class Action and continuing to the present, Defendants have had a consistent policy, in violation of California law, including Labor Code sections 96, 98.6, and 1102.5, of engaging in retaliation against Class Members for exercising labor rights and/or engaging in whistleblowing activity.

28. During the Class Period, Defendants have also, at times, failed to maintain complete and accurate payroll and time records as required by Labor Code sections 1174 and 1174.5; failed to timely provide copies of signed instruments and employment records upon request as required by Labor Code sections 226, 432, and 1198.5; failed to protect employees' rights to disclose, discuss, and inquire about wages as required by Labor Code sections 232 and 232.5; and failed to pay wages in compliance with Labor Code section 1197.5.

29. Plaintiffs, on their own behalf and on behalf of Class Members, bring this Action pursuant to, including but not limited to, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 232, 232.5, 245 et seq., 432, 510, 512(a), 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 2699, 2800, 2802, and 2810.5, the applicable Industrial Welfare Commission Wage Order, including California Code of Regulations, Title 8, section 11010, and Business and Professions Code sections 17200, et seq., seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest periods, failure to pay timely wages, failure to pay accrued vacation pay and PTO, failure to comply with paid sick leave requirements, failure to maintain complete and accurate payroll records, failure to provide written

notice of employment information, imposition of unlawful restraints on competition and conditions of employment, failure to protect wage disclosure rights, retaliation for exercising labor rights or engaging in whistleblowing activity, waiting time penalties, wage statement penalties, reimbursement of necessary business expenses, civil penalties under PAGA, other such provisions of California law, and reasonable attorneys' fees and costs.

CLASS ACTION ALLEGATIONS

30. Plaintiffs bring this action on behalf of Plaintiffs and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all persons currently or formerly employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees in the State of California at any time from August 10, 2019 through May 19, 2026 (the "Class Period") (collectively referred to as "Class Members").

31. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

32. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

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A. Numerosity

33. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiffs are informed and believe that there are over seventy-five (75) Class Members employed by Defendants within the State of California.

34. Accounting for employee turnover during the relevant periods necessarily increases this number. Plaintiffs allege Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

35. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?

B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all other time worked at the employee's regular rate of pay and a rate of pay that is greater than the applicable minimum wage?

C. Did Defendants have a policy and practice of rounding Plaintiffs' and Class Members' time that resulted in the underpayment of wages?

D. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?

E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?

F. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed rest periods?

G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?

H. Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?

I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?

J. Did Defendants violate Labor Code section 245, *et seq.* by not complying with paid sick leave requirements?

K. Did Defendants violate California law by failing to protect wage disclosure rights?

L. Did Defendants fail to provide accurate written notice of all Class Members' employment information?

M. Did Defendants fail to pay Class Members in a timely fashion as required under Labor

Code section 204?

N. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code sections 2800 and 2802?

O. Did Defendants violate Labor Code section 227.3 by not providing Class Members with compensation at their final rate of pay for vested paid vacation time and PTO?

P. Did Defendants violate California law by imposing unlawful restraints on competition on Class Members?

Q. Did Defendants violate California law by engaging in retaliation for Class Members exercising labor rights or engaging in whistleblowing activity?

R. Did Defendants violate Labor Code sections 432, 1174, 1174.5, 1197.5, and 1198.5, as alleged herein?

S. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?

T. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

U. Are Class Members entitled to costs and attorneys' fees?

V. Are Class Members entitled to interest?

C. Typicality

36. The claims of Plaintiffs herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

37. Plaintiffs will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiffs is competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

38. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the Labor Code at times, as set out herein.

39. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

40. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

41. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

42. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of forty hours 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."

43. At all times relevant to this Complaint, Labor Code section 510 further provided that "[a]ny 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 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."

44. Four (4) years prior to the filing of the Moreno Class Action through the present, Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more

than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiffs and Class Members to take inventory of the work they completed that day and to clean their workstations after clocking out; and rounding time in Defendants'' favor to the detriment of Plaintiffs and Class Members.

45. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

46. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 558.1, 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

47. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

48. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and 1197.1 and applicable Wage Orders.

49. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

50. For four (4) years prior to the filing of the Moreno Class Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular

rate of pay that is above the minimum wage; failing to accurately accrue, track, and/or pay sick pay and vested vacation pay; engaged, suffered, or permitted employees to work off the clock, including, without limitation, by requiring Plaintiffs and Class Members to take inventory of the work they completed that day and to clean their workstations after clocking out; and rounded time in Defendants' favor to the detriment of Plaintiffs and Class Members.

51. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

52. Pursuant to Labor Code sections 218.6, 558.1, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

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THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

53. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

54. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

55. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

56. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,

the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

57. For four (4) years prior to the filing of the Moreno Class Action through the present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

58. By their failure to provide Plaintiffs and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

59. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

60. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, and 558.1, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

61. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

62. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

63. California law and applicable Wage Orders require that employers "authorize and permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3

½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

64. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

65. For four (4) years prior to the filing of the Moreno Class Action through the present, Plaintiffs and Class Members were, at times, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

66. By their failure, at times, to authorize and permit Plaintiffs and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

67. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

68. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226, 226.7, and 558.1, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

69. Plaintiffs reallege and incorporate by reference all of the allegations contained in the

preceding paragraphs as though fully set forth hereat.

70. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

71. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were entitled upon termination to timely payment of all wages earned and unpaid, including vested vacation and PTO pay, prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

72. Plaintiffs are informed and believe, and based thereon allege, that in the three (3) years before the filing of the Moreno Class Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, and the failure to pay vested vacation pay, failed to pay Plaintiffs and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

73. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.

74. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

75. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned

prior to termination or resignation.

76. Pursuant to Labor Code section 203, 218.6, and 558.1, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

77. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

78. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 226 and 2810.5, as well as applicable Wage Orders.

79. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name and address of the legal entity that is the employer, among other things.

80. Pursuant to Labor Code section 2810.5, Plaintiffs and Class Members, at the time of hiring, were entitled to receive disclosures regarding the employee's pay rate and basis, overtime rate if applicable, allowances claimed as part of minimum wage, regular payday, employer identity and contact information, workers' compensation information, and paid-sick-leave information, among other information.

81. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year before the filing of the Moreno Class Action through the present, Defendants failed to comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked

at each hourly rate; and the name and address of the legal entity that is the employer; among other things, and overall failure to maintain complete and accurate payroll records.

82. Plaintiffs are informed and believe, and based thereon allege, that in the three (3) years before the filing of the Moreno Class Action through the present, Defendants failed to comply with Labor Code section 2810.5 by failing, at times, to disclose upon hiring the employee's pay rate and basis, overtime rate if applicable, allowances claimed as part of minimum wage, regular payday, employer identity and contact information, workers' compensation information, and paid-sick-leave information, among other information required by Labor Code section 2810.5.

83. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully provided wage statements that Defendants knew were not accurate.

84. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered injury. The absence of accurate information on Class Members' wage statements at times has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical computations to determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct time and pay records; and led to submission of inaccurate information about wages and amounts deducted from wages to state and federal governmental agencies, among other things.

85. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members are entitled to recover $50 for the initial pay period during the period in which violation of Labor Code section 226 occurred and $100 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate $4,000.00 per employee.

86. Pursuant to Labor Code sections 226, subdivisions (e) and (g), and 558.1, Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

(Failure to Timely Pay Wages During Employment – Against All Defendants)

87. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

88. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

89. Labor Code section 204 provides that "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 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."

90. Labor Code section 210, subdivision (a) states that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee" and "(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

91. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year before the filing of the Moreno Class Action through the present, Defendants employed policies and practices that resulted in, at times, not paying Plaintiffs and Class Members in accordance with Labor Code section 204. Including, without limitation, by failing to timely pay overtime wages, minimum wages, meal and rest period premiums, vacation and PTO wages, and sick pay.

92. Pursuant to Labor Code section 210, Plaintiffs and Class Members are entitled to recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars ($100) for each initial violation per Class Member, and two hundred dollars ($200) for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

93. Pursuant to Labor Code section 218.6, and 558.1, Code of Civil Procedure sections

1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of penalties, interest, and their costs of suit, as well.

EIGHTH CAUSE OF ACTION

(Violation of Labor Code §§ 2800 and 2802 – Against All Defendants)

94. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

95. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 2800 and 2802 and applicable Wage Orders.

96. Labor Code section 2802, subdivision (a) provides that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . ."

97. For three (3) years prior to the filing of the Moreno Class Action through the present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: purchasing and/or providing unreturned deposits for mandatory work uniforms; laundering mandatory work uniforms; and purchasing tools necessary to perform work duties, including scissors, needles, coils, and other sewing tools.

98. During that time period, Plaintiffs are informed and believe, and based thereon allege that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs and Class Members for those losses and/or expenditures.

99. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.

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100. Pursuant to Labor Code sections 2800 and 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and

costs of suit.

NINTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

101. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereon.

102. Plaintiffs are informed and believe, and based thereon allege, that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Plaintiffs are further informed and believe, and based thereon allege, that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least four (4) years prior to the filing of the Moreno Class Action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated employees or former employees within the State of California with the rights provided to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, et seq. In addition, Defendants have imposed unlawful restraints on competition and conditions of employment on Plaintiffs and Class Members, and failed to protect wage disclosure rights in violation of Labor Code sections 232 and 232.5. Defendants have also, at times, engaged in retaliation against Class Members who exercised their labor rights and/or engaged in whistleblowing activity, in violation of Labor Code sections 96, 98.6, and 1102.5. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

103. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class Members have suffered injury in fact and lost money or property.

104. Moreover, as a result of Defendants' unfair competition, as alleged herein, the public has suffered injury. Defendants' Labor Code violations provide them with an unfair competitive advantage against other California employers. Pursuant to Business and Professions Code sections 17203 and 17204, Plaintiffs seek public injunctive relief for the benefit of the general public that prohibits Defendants from further violating the Labor Code and requiring the establishment of

appropriate and effective means to prevent further violations. This relief benefits Plaintiffs only incidentally and as members of the general public. The primary purpose and effect of this prohibition is to prohibit unlawful acts that threaten future injury to the general public by means of Defendants' unlawful competition with other California employers. (*McGill v. CitiBank, N.A.* (2017) 2 Cal.5th 945, 954; *accord* at 957.)

105. As a distinct ground, Plaintiffs seek under Business and Professions Code section 17203 restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which Plaintiffs and Class Members had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

106. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

TENTH CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys General Act, Labor Code § 2698, et seq. Against All Defendants)

107. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

108. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA"), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, any be recovered through a civil action brought by aggrieved employee on behalf of himself or herself, and other current or former employees.

109. Plaintiffs ROJAS and MORENO were employed by Defendants, and the alleged violations were committed against each of them during their time of employment. Plaintiffs are therefore "aggrieved employees" as defined by Labor Code section 2699, subdivision (c). Other current and former non-exempt employees of Defendants in the State of California employed at any time from July 19, 2022 through May 19, 2026 (the "PAGA Period") were also subjected to one or

more of the violations alleged herein and are likewise aggrieved employees ("Aggrieved Employees").

110. Pursuant to Labor Code sections 2699 and 2699.5, Plaintiffs, on behalf of themselves, the State of California, and all other Aggrieved Employees, seek to recover civil penalties for Defendants' violations of, among other, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, subdivision (a), 226.3, 226.7, 227.3, 232, 232.5, 245, et seq., 432, 510, 512(a), 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, and 2810.5, and the applicable Industrial Welfare Commission Wage Order, as alleged herein.

111. Plaintiff ROJAS satisfied the administrative prerequisites of Labor Code section 2699.3 by giving written notice by online filing with the LWDA and by certified mail to Defendants on September 22, 2023 (LWDA Case No. LWDA-CM-983226-23), of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

112. Plaintiff MORENO satisfied the administrative prerequisites of Labor Code section 2699.3 by giving written notice by online filing with the LWDA and by certified mail to Defendants on July 19, 2023 (LWDA Case No. LWDA-CM-969405-23), of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violation

113. More than sixty-five (65) days have passed since Plaintiffs provided notice to the LWDA, and LWDA has not provided notice that it intends to investigate the alleged violations. Accordingly, Plaintiffs may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties on behalf of themselves, the State of California, and all other aggrieved Employees.

114. Pursuant to Labor Code section 2699, subdivisions (f), for violation of Labor Code provisions that do not specifically provide for a civil penalty, Plaintiffs and the other Aggrieved Employees are entitled to recover a civil penalty of one hundred dollars ($100) for each Aggrieved Employees per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation, in addition to any civil penalties specially provided under the Labor Code provisions alleged herein.

115. Pursuant to Labor Code section 2699, subdivision (k), Plaintiffs are entitled to an

award of reasonable attorneys' fees and costs in connection with their claims for civil penalties.

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DEMAND FOR JURY TRIAL

116. Plaintiffs demand a trial by jury on all causes of action contained herein.

PRAYER

WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs pray for judgment against Defendants as follows:

A. An order certifying this case as a Class Action;

B. An Order appointing Plaintiffs as Class representatives and appointing Plaintiffs' counsel as class counsel;

C. Damages for all wages earned and owed, including minimum and overtime wages and unpaid wages for vested vacation time and PTO, under Labor Code sections 510, 558.1, 1194, 1197, 1199 and 227.3;

D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;

E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections 512, 558.1 and 226.7;

F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;

G. Waiting penalties under Labor Code sections 203 and 558.1;

H. Penalties to timely pay wages under Labor Code section 210;

I. Damages under Labor Code sections 2802 and 558.1;

J. Civil penalties under Labor Code section 2698, et seq., on behalf of Plaintiffs, the State of California, and all other Aggrieved Employees;

K. Preliminary and permanent public injunctions under Business and Professions Code section 17200, et seq. imposed for the benefit of the public prohibiting Defendants from further violating the California Labor Code and requiring the establishment of

appropriate and effective means to prevent future violations, thus permitting proper competition by other California employers;

L. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof

M. Prejudgment and post-judgment interest at the maximum rate allowed by law.

N. For attorneys' fees in prosecuting this action, including under Labor Code section 2699, subdivision (k);

O. For costs of suit incurred herein; and

P. For such other and further relief as the Court deems just and proper.

Dated: October 22, 2026

BIBIYAN LAW GROUP, P.C.

BY: */s/ Calyn V. Hadlock*
Bevin Pike
Brandon M. Chang
Calyn V. Hadlock

Attorney for Plaintiffs JORGE LARA ROJAS, and on behalf of all others similarly situated

Dated: October 22, 2026

BLACKSTONE LAW, APC

BY: */s/ Annabel Blanchard*
Annabel Blanchard

Attorneys for Plaintiff CELIA MORENO, individually, and on behalf of all others similarly situated