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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

GLENN ALVIN GREEN, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

AX9 SECURITY, INC., a California
corporation; and DOES 1 to 50, inclusive,

Defendants.

CASE NO.: C26-00515

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO PAY ALL OVERTIME WAGES;**
- 3. FAILURE TO PAY REPORTING TIME PAY;**
- 4. FAILURE TO PROVIDE ALL MEAL PERIODS;**
- 5. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;**
- 6. FAILURE TO FULLY REIMBURSE WORK EXPENSES;**
- 7. DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 8. PENALTIES UNDER LABOR CODE § 2699; AND**
- 9. UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

1 Plaintiff Glenn Alvin Green ("Plaintiff"), an individual on behalf of himself and all others
2 similarly situated, hereby files this First Amended Complaint against Defendant AX9 Security, Inc.,
3 a California corporation and Does 1 to 50 (collectively referred to as "Defendants"). Plaintiff is
4 informed and believes, and on the basis of that information and belief, alleges as follows:

5 **INTRODUCTION**

6 1. This is a civil action seeking recovery for Defendants' violations of the California
7 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by the
8 California Industrial Welfare Commission (the "IWC Wage Orders") and related common law
9 principles.

10 2. Plaintiff's action seeks monetary damages including full restitution from
11 Defendants as a result of Defendants' unlawful, fraudulent, and/or unfair business practices.

12 3. The acts complained of herein occurred, occur and will occur, at least in part, within
13 the time period from four years preceding the filing of the original Complaint herein, up to and
14 through the time of trial for this matter although this should not automatically be considered the
15 statute of limitations for any cause of action herein.

16 4. For introductory and general information only (and not to be considered a proposed
17 class definition), the relevant individuals in this action are Defendants' non-exempt employees who
18 were subjected to Defendants' policies and practices as described herein. Any differences in job
19 activities between the different individuals in these positions were and are legally insignificant to
20 the issues presented by this action.

21 **SUMMARY OF CLAIMS**

22 5. With regard to Defendants' non-exempt employees Defendants have:

- 23 a. Failed to pay straight time, minimum, and/or overtime wages for all hours
24 worked;
- 25 b. Failed to pay all state-mandated overtime wages for all overtime hours worked;
- 26 c. Failed to pay the appropriate reporting time pay;
- 27 d. Failed to provide all legally-required meal periods;
- 28 e. Failed to authorize and permit all paid legally-required rest periods;

- f. Failed to reimburse for all work-related expenses;
- g. Derivatively failed to timely furnish accurate itemized wage statements;
- h. Incurred penalties under Labor Code §§ 2699, *et seq.*; and
- i. Conducted unfair business practices.

PARTIES

Plaintiff Glenn Alvin Green

6. Plaintiff Glenn Alvin Green is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff Glenn Alvin Green began working for Defendants as a non-exempt employee with the position of a Security Guard, beginning in February of 2025. His duties include, but are not limited to, securing building and reporting activity.

8. Plaintiff Glenn Alvin Green seeks recovery herein from Defendants because with regard to Plaintiff Glenn Alvin Green, while acting for Defendants his capacity as a non-exempt employee, Defendants have:

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to pay all state-mandated overtime wages for all overtime hours worked;
- c. Failed to pay all overtime wages for all overtime hours worked;
- d. Failed to pay the appropriate reporting time pay;
- e. Failed to provide all legally-required meal periods;
- f. Failed to authorize and permit all paid legally-required rest periods;
- g. Failed to reimburse for all work-related expenses;
- h. Failed to timely furnish accurate itemized wage statements;
- i. Incurred penalties under Labor Code §§ 2699, *et seq.*; and
- j. Conducted unfair business practices.

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Defendant AX9 Security, Inc.

9. Defendant AX9 Security, Inc. is now and/or at all times mentioned in this Complaint was a California corporation, and the owner and operator of an industry, business, and/or facilities licensed to do business and actually doing business in the State of California.

DOES 1 TO 50, INCLUSIVE

10. Does 1 to 50, inclusive, are now and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Does 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil Procedure § 474.

12. Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

ALL DEFENDANTS

13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint.

14. Defendants, and each of them, proximately subjected Plaintiff to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

15. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude, and/or employment.

16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope and in pursuance of said joint venture, partnership, and common enterprise.

17. Defendants, and each of them, at all times mentioned in this Complaint concurred

1 and contributed to the various acts and omissions of each and every one of the other Defendants
2 in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

3 18. Defendants, and each of them, at all times mentioned in this Complaint approved
4 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
5 this Complaint.

6 19. Defendants, and each of them, at all times mentioned in this Complaint aided and
7 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
8 causing the damages alleged in this Complaint.

9 **JURISDICTION AND VENUE**

10 20. The California Superior Court has jurisdiction in this matter due to Defendants'
11 aforementioned violations of California statutory law and/or related common law principles.

12 21. The California Superior Court also has jurisdiction in this matter because both the
13 individual and aggregate monetary damages and restitution sought herein exceed the minimal
14 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

15 22. The California Superior Court also has jurisdiction in this matter because during their
16 employment with Defendants, Plaintiff Glenn Alvin Green and the members of the putative Classes
17 herein were all California citizens and Defendant AX9 Security, Inc. conducted business in California.
18 Further, there is no federal question at issue, as the issues herein are based solely on California statutes
19 and law.

20 23. Venue is proper in Contra Costa County under Code of Civil Procedure § 395(a) and
21 Code of Civil Procedure § 395.5 in that liability arose there because at least some of the transactions
22 that are the subject matter of this Complaint occurred therein and/or each Defendant either is found,
23 maintains offices, transacts business, and/or has an agent therein.

24 **CLASS ACTION ALLEGATIONS**

25 24. Code of Civil Procedure § 382 provides in pertinent part, "[W]hen the question is
26 one of a common or general interest, of many persons, or when the parties are numerous, and it is
27 impracticable to bring them all before the court, one or more may sue or defend for the benefit of
28 all." Plaintiff brings this suit as a class action under Code of Civil Procedure § 382.

1 25. The putative classes Plaintiff will seek to certify are currently composed of and
2 defined as follows:

- 3 a. All California citizens employed by Defendants as non-exempt employees
4 during the appropriate time period who were subjected to Defendants' policies
5 and practices regarding the payment of straight time, minimum and/or overtime
6 wages as specifically described herein (hereinafter, the "Wage Class");
- 7 b. All California citizens employed by Defendants as non-exempt employees
8 during the appropriate time period who were subjected to Defendants' policies
9 and practices regarding the payment of overtime wages as specifically
10 described herein (hereinafter, the "Overtime Class");
- 11 c. All California citizens employed by Defendants as non-exempt employees
12 during the appropriate time period who were subjected to Defendants' policies
13 and practices regarding the payment of reporting time pay as specifically
14 described herein (hereinafter, the "Reporting Time Class");
- 15 d. All California citizens employed by Defendants as non-exempt employees
16 during the appropriate time period who were subjected to Defendants' policies
17 and practices regarding meal periods as specifically described herein
18 (hereinafter, the "Meal Period Class");
- 19 e. All California citizens employed by Defendants as non-exempt employees
20 during the appropriate time period who were subjected to Defendants' policies
21 and practices regarding paid rest periods as specifically described herein
22 (hereinafter, the "Rest Period Class");
- 23 f. All California citizens employed by Defendants as non-exempt employees
24 during the appropriate time period who were subjected to Defendants' policies
25 and practices regarding business expense reimbursement as specifically
26 described herein (hereinafter, the "Reimbursement Class");
- 27 g. All California citizens employed by Defendants as hourly-paid, non-exempt
28 employees during the appropriate time period who were derivatively subjected

to Defendants' policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the "Derivative Wage Statement Class"); and

h. All California citizens employed by Defendants as non-exempt employees during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by Business & Professions Code §§ 17200, et seq. as specifically described herein (hereinafter, the "17200 Class").

26. The Wage Class, Overtime Class, Reporting Time Class, Meal Period Class, Rest Period Class, Reimbursement Class, Derivative Wage Statement Class, and 17200 Class are herein collectively referred to as the "Classes."

27. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiff will formally define and designate a class definition at such time when Plaintiff seeks to certify the Classes alleged herein.

28. Numerosity (Code of Civil Procedure § 382):

- a. The potential quantity of members of the Classes as defined is so numerous that joinder of all members is unfeasible and impractical;
- b. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court;
- c. The quantity of members of the Classes is unknown to Plaintiff at this time; however, it is estimated that the membership of the Classes numbers greater than 100 individuals; and
- d. The quantity and identity of such membership is readily ascertainable via inspection of Defendants' records.

29. Superiority (Code of Civil Procedure § 382): The nature of this action and the nature of the laws available to Plaintiff makes the use of the class action format particularly efficient and the appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein, as follows:

- 1 a. California has a public policy that encourages the use of the class action device;
- 2 b. By establishing a technique whereby the claims of many individuals can be
- 3 resolved at the same time, the class suit both eliminates the possibility of
- 4 repetitious litigation and provides small claimants with a method of obtaining
- 5 redress for claims which would otherwise be too small to warrant individual
- 6 litigation;
- 7 c. This case involves large corporate Defendants and a large number of individual
- 8 Class members with many relatively small claims and common issues of law
- 9 and fact;
- 10 d. If each individual member of the Classes was required to file an individual
- 11 lawsuit, the large corporate Defendants would necessarily gain an
- 12 unconscionable advantage because Defendants would be able to exploit and
- 13 overwhelm the limited resources of each individual member of the Classes with
- 14 Defendants' vastly superior financial and legal resources;
- 15 e. Requiring each individual member of the Classes to pursue an individual
- 16 remedy would also discourage the assertion of lawful claims by the members
- 17 of the Classes who would be disinclined to pursue an action against Defendants
- 18 because of an appreciable and justifiable fear of retaliation and permanent
- 19 damage to their lives, careers, and well-being;
- 20 f. Proof of a common business practice or factual pattern, of which the members
- 21 of the Classes experienced, is representative of the Classes herein and will
- 22 establish the right of each of the members of the Classes to recover on the
- 23 causes of action alleged herein;
- 24 g. Absent class treatment, the prosecution of separate actions by the individual
- 25 members of the Classes, even if possible, would likely create:
- 26 i) a substantial risk of each individual plaintiff presenting in separate,
- 27 duplicative proceedings the same or essentially similar arguments and
- 28 evidence, including expert testimony;

- 1 ii) a multiplicity of trials conducted at enormous expense to both the
2 judicial system and the litigants;
3 iii) inconsistent or varying verdicts or adjudications with respect to the
4 individual members of the Classes against Defendants;
5 iv) potentially incompatible standards of conduct for Defendants; and
6 v) potentially incompatible legal determinations with respect to individual
7 members of the Classes which would, as a practical matter, be
8 dispositive of the interest of the other members of the Classes who are
9 not parties to the adjudications or which would substantially impair or
10 impede the ability of the members of the Classes to protect their
11 interests.
- 12 h. The claims of the individual members of the Classes are not sufficiently large
13 to warrant vigorous individual prosecution considering all of the concomitant
14 costs and expenses attendant thereto;
15 i. Courts seeking to preserve efficiency and other benefits of class actions
16 routinely fashion methods to manage any individual questions; and
17 j. The Supreme Court of California urges trial courts, which have an obligation
18 to consider the use of innovative procedural tools to certify a manageable class,
19 to be procedurally innovative in managing class actions.

20 30. Well-defined Community of Interest: Plaintiff also meets the established standards
21 for class certification, as follows:

- 22 a. Typicality: The claims of Plaintiff Glenn Alvin Green are typical of the claims
23 of all members of the Classes he seeks to represent because all members of the
24 Classes sustained injuries and damages arising out of Defendants' common
25 course of conduct in violation of law and the injuries and damages of all
26 members of the Classes were caused by Defendants' wrongful conduct in
27 violation of law, as alleged herein.

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1 b. Adequacy: Plaintiff Glenn Alvin Green:

- 2 i) is an adequate representative of the Classes he seeks to represent;
- 3 ii) will fairly protect the interests of the members of the Classes;
- 4 iii) has no interests antagonistic to the members of the Classes; and
- 5 iv) will vigorously pursue this suit via attorneys who are competent, skilled
- 6 and experienced in litigating matters of this type.

7 c. Predominant Common Questions of Law or Fact: There are common questions

8 of law and/or fact as to the members of the Classes which predominate over

9 questions affecting only individual members of the Classes, including, without

10 limitation:

- 11 i) Whether Defendants paid the legal and appropriate straight time pay,
- 12 minimum wage pay and/or overtime pay for all work hours to the
- 13 members of the Wage Class;
- 14 ii) Whether Defendants paid the appropriate overtime wages to the
- 15 members of the Overtime Class;
- 16 iii) Whether Defendants paid all overtime wages owed to the members of
- 17 the Overtime Rate Class at the appropriate overtime pay rate;
- 18 iv) Whether Defendants paid the appropriate minimum reporting time to
- 19 the members of the Reporting Time Class;
- 20 v) Whether Defendants failed and continue to fail to provide legally-
- 21 required meal periods to the members of the Meal Period Class in
- 22 violation of the Labor Code and Section 11 of the IWC Wage Orders;
- 23 vi) Whether Defendants failed and continue to fail to authorize and permit
- 24 paid legally-required rest periods to the members of the Rest Period
- 25 Class in violation of the Labor Code and Section 12 of the IWC Wage
- 26 Orders;
- 27 vii) Whether Defendants failed to fully reimburse for all work-related
- 28 expenses incurred by the members of the Reimbursement Class;

- 1 viii) Whether Defendants derivatively failed to timely furnish accurate,
2 itemized and legal wage statements to the members of the Derivative
3 Wage Statement Class;
4 ix) Whether Defendants' conduct constitutes unfair business practices
5 within the meaning of Business & Professions Code §§ 17200, et seq.;
6 x) Whether the members of the Classes are entitled to compensatory
7 damages, and if so, the means of measuring such damages;
8 xi) Whether the members of the Classes are entitled to injunctive relief;
9 xii) Whether the members of the Classes are entitled to restitution; and
10 xiii) Whether Defendants are liable for attorneys' fees and costs.

11 31. Whether each member of the Classes might be required to ultimately justify an
12 individual claim does not preclude maintenance of a class action.

13 **CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY ALL WAGES**

16 **(On Behalf of the Wage Class)**

17 **(Against All Defendants)**

18 32. Plaintiff incorporates by reference and reallege each and every one of the
19 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
20 forth herein.

21 33. Labor Code § 204 establishes the fundamental right of all employees in the State
22 of California to be paid wages, including straight time and overtime, in a timely fashion for their
23 work.

24 34. Labor Code § 510(a) states in pertinent part, "Any work in excess of eight hours in
25 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated
26 at the rate of no less than one and one-half times the regular rate of pay for any employee."

27 35. Labor Code § 1182.12, effective July 1, 2014, states, "Notwithstanding any other
28 provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not

1 less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all
2 industries shall be not less than ten dollars (\$10) per hour.” Further, under Labor Code §
3 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall
4 be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty cents
5 (\$10.50) per hour.” Under Labor Code § 1182.12(b)(1)(B), for any employer who employs 26 or
6 more employees, the minimum wage shall be as follows: “From January 1, 2018, to December 31,
7 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code § 1182.12(b)(1)(C), for any
8 employer who employs 26 or more employees, the minimum wage shall be as follows: “From
9 January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour.” Under Labor
10 Code § 1182.12(b)(1)(D), for any employer who employs 26 or more employees, the minimum
11 wage shall be as follows: “From January 1, 2020, to December 31, 2020, inclusive, - thirteen
12 dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for any employer who employs 26
13 or more employees, the minimum wage shall be as follows: “From January 1, 2021, to December
14 31, 2021, inclusive, - fourteen dollars (\$14) per hour.” Finally, under Labor Code §
15 1182.12(b)(1)(F), for any employer who employs 26 or more employees, the minimum wage shall
16 be as follows: “From January 1, 2022, and until adjusted by subdivision (c) - fifteen dollars (\$15)
17 per hour.”

18 36. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a lesser
19 wage, any employee receiving less than the legal minimum wage or the legal overtime
20 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
21 of the full amount of this minimum wage or overtime compensation, including interest thereon,
22 reasonable attorney’s fees, and costs of suit.”

23 37. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
24 by the Labor Commission is unlawful.

25 38. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
26 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage
27 Order(s).

28 39. Under the IWC Wage Order(s), Defendants are required to pay the members of the

1 Wage Class for all hours worked, meaning the time during which an employee is subject to the
2 control of an employer, including all the time the employee is suffered or permitted to work,
3 whether or not required to do so.

4 40. Defendants, as a matter of established company policy and procedure, at each and
5 every one of the individual facilities owned and/or operated by Defendants, consistently:

6 a. Administered a uniform company policy and practice as to the pay policies
7 regarding the members of the Wage Class;

8 b. Required the members of the Wage Class to spend time under Defendants' control
9 for work-related tasks without compensation. For example, Defendants required the
10 members of the Wage Class to perform work post-shift duties without pay,
11 including, but not limited to, ensuring employees safely walked to their cars and
12 that employees and patrons alike vacated the premises; and, as such,

13 c. Defendants suffered, permitted, and/or required the members of the Wage Class to
14 work without paying for all time they were under Defendants' control.

15 41. Because Defendants required the members of the Wage Class to remain under
16 Defendants' control without paying therefore, this resulted in the members of the Wage Class
17 earning less than the legal minimum wage in the State of California.

18 42. Defendants' pattern, practice, and uniform administration of corporate policy
19 regarding illegal employee compensation as described herein is unlawful and creates an
20 entitlement, under Labor Code § 218, to recovery by Plaintiff and the members of the Wage Class,
21 in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
22 appropriate rate.

23 43. Further, Defendants' pattern and practice in uniform administration of corporate
24 policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage
25 Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to
26 recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full
27 amount of the unpaid minimum wages owed, calculated as the difference between the straight time
28 compensation paid and the applicable minimum wage, including interest thereon.

1 44. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code
2 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage
3 Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of
4 work (not including the overtime portion thereof) in an amount equal to the wages unlawfully
5 unpaid and interest thereon.

6 45. That calculation of individual damages for the members of the Wage Class may at
7 some point be required does not foreclose the possibility of taking common evidence on questions
8 regarding their entitlement to overtime compensation.

9 46. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
10 the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

11 47. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request
12 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY ALL OVERTIME WAGES**

15 **(On Behalf of the Overtime Class)**

16 **(Against All Defendants)**

17 48. Plaintiff incorporates by reference and realleges each and every one of the
18 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
19 forth herein.

20 49. Labor Code § 204 establishes the fundamental right of all employees in the State
21 of California to be paid wages, including straight time and overtime, in a timely fashion for their
22 work.

23 50. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in
24 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated
25 at the rate of no less than one and one-half times the regular rate of pay for any employee."

26 51. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for a lesser
27 wage, any employee receiving less than the legal minimum wage or the legal overtime
28 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance

1 of the full amount of this minimum wage or overtime compensation, including interest thereon,
2 reasonable attorney's fees, and costs of suit."

3 52. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
4 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage
5 Order(s).

6 53. Defendants, as a matter of established company policy and procedure, at each and
7 every one of the individual facilities owned and/or operated by Defendants, consistently:

8 a. Administered a uniform company policy and practice as to the pay policies
9 regarding Plaintiff and the members of the Overtime Class;

10 b. Scheduled to work and in fact required Plaintiff and the members of the Overtime
11 Class to work in excess of eight hours per workday and/or in excess of 40 hours per
12 workweek without paying overtime compensation for all hours they were under
13 Defendants' control; and

14 c. Failed to pay Plaintiff and the members of the Overtime Class overtime
15 compensation for all work accomplished in excess of eight hours per day and/or 40
16 hours per week.

17 54. Defendants' pattern, practice and uniform administration of corporate policy
18 regarding illegal employee compensation as described herein is unlawful and creates an
19 entitlement, under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of
20 the Overtime Class, in a civil action, for the unpaid balance of the full amount of the overtime
21 premiums owing.

22 55. That calculation of individual damages for the members of the Overtime Class may
23 at some point be required does not foreclose the possibility of taking common evidence on
24 questions regarding their entitlement to overtime compensation.

25 56. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
26 the Overtime Class seek recovery of pre-judgment interest on all amounts recovered herein.

27 57. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Class
28 request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

THIRD CAUSE OF ACTION
FAILURE TO PAY REPORTING TIME PAY
WAGES AT THE LEGAL OVERTIME PAY RATE
(On Behalf of the Reporting Time Class)
(Against All Defendants)

58. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

59. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

60. Under the IWC Wage Order(s), Defendants are required to pay the members of the Reporting Time Class for all hours worked, meaning the time during which an employee is subject to the control of an employer.

61. The IWC Wage Order(s) § 5(A) states, “Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

62. The IWC Wage Order(s) § 5(B) states, “If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

63. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, regularly and consistently required members of the Reporting Time Class to on the same day to see if they were working, but, if not summoned to work, were paid for less than half the usual or scheduled day’s work at each respective Reporting Time Class Member’s regular rate of pay.

1 64. At no time when Defendants did not pay the legally requisite reporting time pay
2 were the provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants' acts
3 were not because of threats to employees or property, public utility failures, Acts of God or
4 other causes not within Defendants' control or employees on paid standby status.

5 65. The pattern and practice in uniform administration of corporate policy regarding
6 Defendants' failure to pay the legal reporting time pay to the members of the Reporting Time
7 Class as described herein is unlawful and creates entitlement to recovery by the members of the
8 Reporting Time Class, in a civil action, for the unpaid balance of the full amount of the unpaid
9 wages owed, including interest thereon.

10 66. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Reporting
11 Time Class seek recovery of pre-judgment interest on all amounts recovered herein.

12 67. Under Labor Code § 218.5, the members of the Reporting Time Class request that
13 the Court award reasonable attorneys' fees and costs incurred by them in this action.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE ALL MEAL PERIODS**

16 **(On Behalf of the Meal Period Class)**

17 **(Against All Defendants)**

18 68. Plaintiff incorporates by reference and realleges each and every one of the
19 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
20 forth herein.

21 69. Labor Code § 226.7(b) provides, "An employer shall not require an employee to
22 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
23 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
24 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

25 70. Labor Code § 512 provides, "An employer may not employ an employee for a work
26 period of more than five hours per day without providing the employee with a meal period of
27 not less than 30 minutes, except that if the total work period per day of the employee is no more
28 than six hours, the meal period may be waived by mutual consent of both the employer and

1 employee. An employer may not employ an employee for a work period of more than 10 hours
2 per day without providing the employee with a second meal period of not less than 30 minutes,
3 except that if the total hours worked is no more than 12 hours, the second meal period may be
4 waived by mutual consent of the employer and the employee only if the first meal period was
5 not waived.”

6 71. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
7 amend working condition orders with respect to break periods, meal periods, and days of rest for
8 any workers in California consistent with the health and welfare of those workers.”

9 72. Section 11(C) of the IWC Wage Orders provides, “Unless the employee is relieved
10 of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal
11 period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the
12 nature of the work prevents an employee from being relieved of all duty and when by written
13 agreement between the parties an on-the-job paid meal period is agreed to. The written agreement
14 shall state that the employee may, in writing, revoke the agreement at any time.”

15 73. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to provide
16 an employee a meal period in accordance with the applicable provisions of this order, the
17 employer shall pay the employee 1 hour of pay at the employee’s regular rate of compensation
18 for each workday that the meal period is not provided.”

19 74. On one or more occasions, the members of the Meal Period Class worked over five
20 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30
21 minutes prior to exceeding five hours of employment.

22 75. Further, on one or more occasions, some members of the Meal Period Class worked
23 over 10 hours per shift and therefore were entitled to an uninterrupted second meal period of not
24 less than 30 minutes prior to exceeding 10 hours of employment.

25 76. The members of the Meal Period Class did not validly or legally waive their meal
26 periods, by mutual consent with Defendants or otherwise.

27 77. The members of the Meal Period Class did not enter into any written agreement
28 with Defendants agreeing to an on-duty paid meal period.

1 78. As a matter of Defendants' established company policy, Defendants failed to
2 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
3 516, and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
4 Meal Period Class with a first and in some cases a second legally compliant meal period.

5 79. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which
6 states "If an employer fails to provide an employee a meal or rest or recovery period in
7 accordance with a state law, including, but not limited to, an applicable statute or applicable
8 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety
9 and Health Standards Board, or the Division of Occupational Safety and Health, the employer
10 shall pay the employee one additional hour of pay at the employee's regular rate of compensation
11 for each workday that the meal or rest or recovery period is not provided.," the members of the
12 Meal Period Class are entitled to damages in an amount equal to one (1) additional hour of pay
13 at each employee's regular rate of compensation for each work day that the meal period was not
14 provided, in a sum to be proven at trial.

15 80. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period
16 Class seek recovery of pre-judgment interest on all amounts recovered herein.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

19 **(On Behalf of the Rest Period Class)**

20 **(Against All Defendants)**

21 81. Plaintiff incorporates by reference and realleges each and every one of the
22 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
23 forth herein.

24 82. Labor Code § 226.7(b) provides "An employer shall not require an employee to
25 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
26 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
27 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

28 83. Labor Code § 516 provides that the Industrial Welfare Commission "may adopt or

1 amend working condition orders with respect to break periods, meal periods, and days of rest for
2 any workers in California consistent with the health and welfare of those workers.”

3 84. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize
4 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
5 of each work period. The authorized rest period time shall be based on the total hours worked
6 daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof. However, a rest
7 period need not be authorized for employees whose total daily work time is less than 3½ hours.
8 Authorized rest period time shall be counted as hours worked for which there shall be no
9 deduction from wages.”

10 85. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
11 employee a rest period in accordance with the applicable provisions of this order, the employer
12 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for
13 each workday that the rest period is not provided.”

14 86. The members of the Rest Period Class sometimes worked over four hours per shift.
15 Further, the members of the Rest Period Class sometimes worked over six hours per shift, and
16 in some cases over 10 hours per shift.

17 87. The members of the Rest Period Class were entitled to a rest period of not less than
18 10 minutes for every four hours of work, or major fraction thereof.

19 88. As a matter of Defendants’ established company policy, Defendants failed to
20 always authorize and permit all required rest periods established by Labor Code §§ 226.7 and
21 516, and Section 12 of the IWC Wage Order(s).

22 89. Under Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) which
23 states “If an employer fails to provide an employee a meal or rest or recovery period in
24 accordance with a state law, including, but not limited to, an applicable statute or applicable
25 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety
26 and Health Standards Board, or the Division of Occupational Safety and Health, the employer
27 shall pay the employee one additional hour of pay at the employee’s regular rate of compensation
28 for each workday that the meal or rest or recovery period is not provided,” the members of the

1 Rest Period Class are entitled to damages in an amount equal to one additional hour of pay at
2 each employee's regular rate of compensation for each work day that one or more rest periods
3 were not so provided.

4 90. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest Period
5 Class seek recovery of pre-judgment interest on all amounts recovered herein.

6 **SIXTH CAUSE OF ACTION**

7 **FAILURE TO FULLY REIMBURSE WORK EXPENSES**

8 **(On Behalf of the Reimbursement Class)**

9 **(Against All Defendants)**

10 91. Plaintiff incorporates by reference and realleges each and every one of the
11 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
12 forth herein.

13 92. Under Labor Code § 2802(a), "an employer shall indemnify his or her employee
14 for all necessary expenditures or losses incurred by the employee in direct consequence of the
15 discharge of his or her duties, or of his or her obedience to the directions of the employer."

16 93. Labor Code § 2804 states in pertinent part, "Any contract or agreement, express or
17 implied, made by any employee to waive the benefits of this article or any part thereof is null
18 and void, and this article shall not deprive any employee or his personal representative of any
19 right or remedy to which he is entitled under the laws of this State."

20 94. As a matter of Defendants' established company policy, Defendants required the
21 members of the Reimbursement Class to personally incur necessary expenditures in direct
22 consequence of the discharge of their duties, including but not limited to purchasing uniforms
23 with Defendants' logo.

24 95. Defendants are legally required to reimburse the members of the Reimbursement
25 Class for all necessary expenditures.

26 96. Defendants failed to fully and reasonably reimburse the members of the
27 Reimbursement Class for all necessary expenditures, including but not limited to the
28 aforementioned expenditures.

1 97. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
2 the members of the Reimbursement Class are entitled to recovery from Defendants of the unpaid
3 balance for all necessary expenditures, including but not limited to the aforementioned
4 expenditures.

5 98. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
6 the members of the Reimbursement Class have been damaged in an amount according to proof
7 at the time of trial.

8 99. Under Labor Code § 2802(b), the members of the Reimbursement Class request
9 that the Court award interest at the same rate as judgments in civil actions, accruing from the
10 date on which each member of the Reimbursement Class incurred the necessary expenditure or
11 loss.

12 100. Under Labor Code § 2802(c), the members of the Reimbursement Class request
13 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

14 **SEVENTH CAUSE OF ACTION**

15 **DERIVATIVE FAILURE TO TIMELY**

16 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

17 **(On Behalf of the Derivative Wage Statement Class)**

18 101. Plaintiff incorporates by reference and realleges each and every one of the
19 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
20 forth herein.

21 102. Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly
22 or at the time of each payment of wages, furnish each of his or her employees, either as a
23 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
24 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
25 gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages
26 earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and
27 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
28 each the pay period and the corresponding number of hours worked at each hourly rate by the

1 employee....”

2 103. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every employer
3 shall keep accurate information with respect to each employee including the following: (3) Time
4 records showing when the employee begins and ends each work period. Meal periods, split shift
5 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
6 payroll period and applicable rates of pay....”

7 104. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A), California
8 employers are required to maintain accurate records pertaining to the total hours worked for
9 Defendants by the members of the Derivative Wage Statement Class, including but not limited
10 to, beginning and ending of each work period, meal period and split shift interval, the total daily
11 hours worked, and the total hours worked per pay period and applicable rates of pay.

12 105. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
13 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Derivative
14 Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages
15 earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or
16 (5) all applicable hourly rates in effect during each respective pay period and the corresponding
17 number of hours worked at each hourly rate by each respective individual.

18 106. As set forth herein in prior causes of action, Defendants failed to pay the members
19 of the Derivative Wage Statement Class all wages due and owing.

20 107. As a derivative result of this failure to pay wages and as a pattern and practice in
21 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do
22 not maintain accurate records pertaining to the total hours worked for Defendants by the
23 members of the Derivative Wage Statement Class, including but not limited to, beginning and
24 ending of each work period, meal period interval, total daily hours worked, total hours worked
25 per pay period, and the applicable rates of pay.

26 108. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
27 employee suffers injury if the employer fails to provide accurate and complete information as
28 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot

1 promptly and easily ascertain requisite information without reference to other documents or
2 information.

3 109. Here, the members of Derivative Wage Statement Class suffered injury because,
4 due to Defendants' failure to pay all wages due and owing, Defendants derivatively failed to
5 provide accurate and complete information as required by one or more items listed in Labor Code
6 § 226(a)(1)-(9).

7 110. In addition, the members of the Derivative Wage Statement Class have suffered
8 injury as a result of Defendants' failure to maintain accurate records for the members of the
9 Derivative Wage Statement Class in that the members of the Derivative Wage Statement Class
10 were not timely provided written accurate itemized statements showing all requisite information,
11 including but not limited to total hours worked by the employee, net wages earned and all
12 applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A),
14 such that the members of the Derivative Wage Statement Class were misled by Defendants as to
15 the correct information regarding various items, including but not limited to total hours worked
16 by the employee, net wages earned and all applicable hourly rates in effect during the pay period
17 and the corresponding number of hours worked at each hourly rate.

18 111. The actual injuries suffered by the members of the Derivative Wage Statement
19 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for
20 the members of the Derivative Wage Statement Class include but are not limited to:

- 21 a. Confusion over whether they received all wages owed them by Defendants;
- 22 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 23 c. Being forced to engage in mathematical computations to analyze whether
24 Defendants' wages in fact compensated for all hours worked;
- 25 d. The inability to accurately calculate wage rates complicated by the fact that wage
26 statement information required by Labor Code § 226 is missing;
- 27 e. That such practice prevents the members of the Derivative Wage Statement Class
28 from being able to effectively challenge information on their wage statements; and/or

1 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
2 required to collect and analyze the very information that California law requires.

3 112. Under Labor Code § 226(e), the members of the Derivative Wage Statement Class
4 are entitled to \$50.00 per employee for the initial pay period in which a violation hereunder
5 occurs and \$100.00 per employee for each violation in a subsequent pay period, not exceeding
6 an aggregate penalty of \$4,000.00.

7 113. Under Labor Code § 226(g), the currently-employed members of the Derivative
8 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with
9 Labor Code § 226.

10 114. Under Labor Code §§ 226(e)/(g), the members of the Derivative Wage Statement
11 Class are also entitled to an award of costs and reasonable attorneys' fees.

12 **EIGHTH CAUSE OF ACTION**
13 **PENALTIES UNDER LABOR CODE § 2699**
14 **(On Behalf of the Aggrieved Employees)**
15 **(Against All Defendants)**

16 115. Plaintiff incorporates by reference and realleges each and every one of the
17 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
18 forth herein.

19 116. Under Labor Code § 2699(a) (which provides that any provision of the Labor Code
20 that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
21 departments, divisions, commissions, board agencies or employees, such civil penalties may, as
22 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
23 himself or herself and other current or former employees) and Labor Code § 2699(f) (which
24 establishes a civil penalty for violations of all Labor Code provisions except those for which a civil
25 penalty is specifically provided), the aggrieved employees seek recovery of all applicable civil
26 penalties, as follows:

27 a. As applicable, for civil penalties under Labor Code § 2699(f), for all violations of
28 the Labor Code except for those for which a civil penalty is specifically provided,

1 in the amount of \$100 for each aggrieved employee per pay period for the initial
2 violation; and \$200 for each aggrieved employee per pay period for each
3 subsequent violation;

4 b. As applicable, civil penalties under Labor Code § 558 (in addition to and entirely
5 independent and apart from any other penalty provided in the Labor Code), for
6 violations of Labor Code §§ 500-556, in the amount of \$50 for each underpaid
7 aggrieved employee for each pay period the aggrieved employee was underpaid,
8 and \$100 for each subsequent violation for each underpaid employee for each pay
9 period for which the employee was underpaid;

10 c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to and
11 entirely independent and apart from any other penalty provided in the Labor Code),
12 for violations of Labor Code §§ 1194 and 1197, in the amount of \$100 for each
13 underpaid aggrieved employee for each pay period the aggrieved employee was
14 intentionally underpaid, and \$250 for each subsequent violation for each underpaid
15 aggrieved employees regardless of whether the initial violation was intentionally
16 committed;

17 d. As applicable, for civil penalties under Labor Code § 210 (in addition to and
18 entirely independent and apart from any other penalty provided in the Labor Code),
19 for each employee who is/was not paid wages in accordance with Labor Code §§
20 204 and 204b in the amount of a civil penalty of \$100 for each aggrieved employee
21 per pay period for each initial violation, and \$200 for each aggrieved employee per
22 pay period for each subsequent violation;

23 e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and
24 entirely independent and apart from any other penalty provided in the Labor Code),
25 for each violation of Labor Code § 226(a), in the amount of \$250 for each aggrieved
26 employee per pay period for each violation and \$1,000 for each aggrieved employee
27 per pay period for each subsequent violation;

28 f. As applicable, for any and all additional civil penalties and sums as provided by the

1 Labor Code and/or other relevant statutes.

2 117. In addition, Plaintiff seeks and is entitled to 65% of all penalties obtained under
3 Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about
4 their rights and responsibilities under the Labor Code, and 35% to Plaintiff and all other similarly
5 situated aggrieved employees.

6 118. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs under
7 Labor Code §§ 2699(g)(1) and any other applicable statute.

8 119. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an aggrieved
9 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
10 listed in Section 2699.5 shall commence only after the following requirements have been met: (1)
11 (A) The aggrieved employee or representative shall give written notice by online filing with the
12 Labor and Workforce Development Agency and by certified mail to the employer of the specific
13 provisions of this code alleged to have been violated including the facts and theories to support the
14 alleged violation."

15 120. Labor Code § 2699.3(c)(1) states in pertinent part: "A civil action by an aggrieved
16 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
17 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
18 commence only after the following requirements have been met: (1) (A) The aggrieved employee
19 or representative shall give written notice by online filing with the Labor and Workforce
20 Development Agency and by certified mail to the employer of the specific provisions of this code
21 alleged to have been violated, including the facts and theories to support the alleged violation."

22 121. Here, Plaintiff's civil action alleges violations of provisions listed in Labor Code §
23 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such, Labor
24 Code § 2699.3(a) and § 2699.3(c) apply to this action.

25 122. On February 12, 2026, Plaintiff complied with Labor Code § 2699.3(a) and Labor
26 Code § 2699.3(c) in that Plaintiff gave written notice by online filing with the LWDA and by
27 certified mail to Defendants of the specific provisions of the Labor Code alleged to have been
28 violated, including the facts and theories to support the alleged violations.

1 123. Labor Code § 2699.3(a) further states in pertinent part: “(2)(A) The agency shall
2 notify the employer and the aggrieved employee or representative by certified mail that it does not
3 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
4 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
5 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
6 aggrieved employee may commence a civil action pursuant to Section 2699.”

7 124. Since providing notice to the LWDA and Defendants of Defendants’ violations, the
8 LWDA has not notified Plaintiff of its intention to investigate the alleged violations. As such,
9 Plaintiff has complied with Labor Code § 2699.3(a) and has been given authorization therefrom to
10 commence a civil action which includes a cause of action under Labor Code § 2699.

11 125. Further, as of April 17, 2026, Plaintiff has not received from Defendants written
12 notice by certified mail that the alleged violations have been cured, including a description of
13 actions taken. As such, Plaintiff has complied with Labor Code § 2699.3(c) and has been given
14 authorization therefrom to commence a civil action which includes a cause of action under Labor
15 Code § 2699.

16 **NINTH CAUSE OF ACTION**
17 **UNFAIR BUSINESS PRACTICES**
18 **(On Behalf of the 17200 Class)**
19 **(Against All Defendants)**

20 126. Plaintiff incorporates by reference and realleges each and every one of the
21 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
22 forth herein.

23 127. Business & Professions Code § 17200 provides, in pertinent part, “unfair
24 competition shall mean and include any unlawful, unfair or fraudulent business act.”

25 128. Business & Professions Code § 17205 provides that unless otherwise expressly
26 provided, the remedies or penalties provided for unfair competition “are cumulative to each other
27 and to the remedies or penalties available under all other laws of this state.”

28 129. Business & Professions Code § 17204 provides that an action for any relief from

1 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
2 money or property as a result of such unfair competition.

3 130. Defendants have engaged in unlawful, unfair and fraudulent business acts or
4 practices prohibited by Business & Professions Code § 17200, including those set forth in the
5 preceding and foregoing paragraphs of the complaint, thereby depriving the members of the
6 17200 Class of the minimum working standards and conditions due to them under the Labor
7 Code and/or the IWC Wage Orders, as specifically described herein.

8 131. Defendants have engaged in unfair business practices in California by practicing,
9 employing and utilizing the employment practices outlined in the preceding paragraphs,
10 specifically, by requiring employees to perform the labor services complained of herein without
11 the requisite compensation.

12 132. Defendants' use of such practices constitutes an unfair business practice and unfair
13 competition and provides an unfair advantage over Defendants' competitors.

14 133. Plaintiff has suffered injury in fact and has lost money or property as a result of
15 such unfair competition.

16 134. Plaintiff seeks full restitution from Defendants, as necessary and according to proof,
17 to restore any and all monies withheld, acquired, and/or converted by Defendants by means of
18 the unfair practices complained of herein.

19 135. Further, if Defendants are not enjoined from the conduct set forth above,
20 Defendants will continue to practice, employ, and utilize the employment practices outlined in
21 the preceding paragraphs.

22 136. Therefore, Plaintiff requests that the Court issue a preliminary and permanent
23 injunction prohibiting Defendants from engaging in the foregoing conduct.

24 137. Plaintiff seeks the appointment of a receiver, as necessary, to establish the total
25 monetary relief sought from Defendants.

26 ///

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28 ///

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

(1) That the Court issue an Order certifying the Classes herein, appointing Plaintiff Glenn Alvin Green as named representative of all others similarly situated, and appointing D.Law, Inc. representing all named plaintiffs as counsel for the members of the Classes;

As to the First Cause of Action for Failure to Pay All Wages:

(2) For recovery of the unpaid balance of the full amount of the straight time compensation due and owing, according to proof;

(3) For liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof), as authorized by Labor Code § 1194.2(a);

(4) For recovery of the unpaid balance of the full amount of overtime compensation due and owing, calculated at the appropriate rate and according to proof;

(5) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287;

(6) For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5 and/or 1194(a);

As to the Second Cause of Action for Failure to Pay Overtime Wages:

(7) For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s) regarding wages due and owing, according to proof;

(8) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287;

(9) For an award of reasonable attorneys' fees and costs under Labor Code § 218.5 and/or 1194(a);

As to the Third Cause of Action for Failure to Pay Reporting Time Pay:

(10) For recovery of the unpaid balance of the full amount of the unpaid reporting time pay due and owing, according to proof;

(11) For pre-judgment interest as allowed by Labor Code § 218.6 and Civil Code § 3287;

(12) For an award of reasonable attorneys' fees and costs under Labor Code § 218.5;

1 As to the Fourth Cause of Action for Failure to Provide Meal Periods:

2 (13) For one hour of pay at the regular rate of compensation for each member of the
3 Meal Period Class for each workday that a meal period was not provided;

4 (14) For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
5 3287;

6 As to the Fifth Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

7 (15) For one hour of pay at the regular rate of compensation for each member of the
8 Rest Period Class for each workday that a rest period was not provided;

9 (16) For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
10 3287;

11 As to the Sixth Cause of Action for Unpaid Reimbursements for Work Expenses:

12 (17) For recovery of the unpaid balance for all necessary expenditures and losses
13 incurred in direct consequence of the discharge of Defendants' duties;

14 (18) For interest thereon at the same rate as judgments in civil actions, accruing from
15 the date on which each member of the Reimbursements Class incurred the necessary
16 expenditure or loss, under Labor Code § 2802(b);

17 (19) For reasonable attorneys' fees and costs under Labor Code § 2802(c);

18 As to the Seventh Cause of Action for Derivative Failure to Timely Furnish

19 Accurate Itemized Wage Statements:

20 (20) For recovery as authorized by Labor Code § 226(e);

21 (21) For an award of costs and reasonable attorneys' fees under Labor Code §§
22 226(e)/(g);

23 As to the Eighth Cause of Action for Penalties Under Labor Code § 2699:

24 (22) For recovery as authorized by Labor Code § 203;

25 (23) As applicable, for civil penalties under Labor Code § 2699(f), in addition to and
26 entirely independent and apart from other penalties in the Labor Code and for Labor Code
27 violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per
28 pay period for each violation, and \$200 for each aggrieved employee per pay period for each

1 subsequent violation.

2 (24) As applicable, for civil penalties under Labor Code § 558, in addition to and entirely
3 independent and apart from other penalties in the Labor Code, as follows:

- 4 a. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid
5 employee for each pay period for which the employee was underpaid; and
6 b. For each subsequent violation, one hundred dollars (\$100) for each
7 aggrieved underpaid employee for each pay period for which the employee
8 was underpaid.

9 (25) As applicable, for civil penalties under Labor Code § 1197.1, in addition to and
10 entirely independent and apart from other penalties in the Labor Code, as follows:

- 11 a. For any initial violation that is intentionally committed, \$100 for each
12 aggrieved underpaid employee for each pay period for which the employee
13 was underpaid; and
14 b. For each subsequent violation, regardless of whether the initial violation is
15 intentionally committed, \$250 for each aggrieved underpaid employee for
16 each pay period for which the employee was underpaid;

17 (26) As applicable, for civil penalties under Labor Code § 210, in addition to and entirely
18 independent and apart from other penalties in the Labor Code, in the amount of \$100 for each
19 aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per
20 pay period for each subsequent violation.

21 (27) As applicable, for civil penalties under Labor Code § 226.3, in addition to and
22 entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for
23 each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved
24 employee per pay period for each subsequent violation.

25 (28) As applicable, for reasonable attorneys' fees and costs incurred under Labor Code
26 § 2699(g)(1) and any other applicable statute; and

27 (29) For such relief as this Court may deem just and proper;

28 ///

As to the Ninth Cause of Action for Unfair Business Practices:

(30) For an accounting, under administration of Plaintiff and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the Classes who are owed monies by Defendants;

(31) For an Order requiring Defendants to identify each of the members of the Classes by name, home address, home telephone number and, if available, email address;

(32) For an Order requiring Defendants to make full restitution and payment under California law;

(33) For an Order for a preliminary and/or permanent injunction prohibiting Defendants from engaging in the acts complained of herein;

(34) For the creation of an administrative process wherein each injured member of the Classes may submit a claim in order to receive his/her money;

(35) For all other appropriate injunctive, declaratory and equitable relief;

(36) For interest to the extent permitted by law;

(37) For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action under Code of Civil Procedure § 1021.5, Business & Professions Code §§ 17200, et seq., Labor Code § 1194 and/or any other applicable provision of law;

As to All Causes of Action:

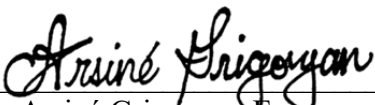
(38) For such relief as this Court may deem just and proper, including reasonable attorneys' fees and costs incurred.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

Dated: April 17, 2026

D.LAW, INC.

By: 
Arsiné Grigoryan, Esq.
Aram Boyadjian, Esq.
Attorneys for Plaintiff