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ARMANDO REYES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – SPRING STREET**

ARMANDO REYES, individually and on  
behalf of others similarly situated and as a  
private attorney general,

Plaintiff,

vs.

F. ROBERTS CONSTRUCTION DBA  
FAATUIESE P ROBERTS, a California  
corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 21STCV36615

**FIRST AMENDED CLASS ACTION  
COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (9) Violation of Cal. Business & Professions Code § 17200, et seq.
- (10) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

1 Plaintiff ARMANDO REYES ("Plaintiff"), individually and on behalf of other members  
2 of the general public similarly situated and as a private attorney general, based upon facts that  
3 either have evidentiary support or are likely to have evidentiary support after a reasonable  
4 opportunity for further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants F. ROBERTS CONSTRUCTION DBA  
7 FAATUIESE P ROBERTS and DOES 1 THROUGH 50 (hereinafter also collectively referred to  
8 as "Defendants") for California Labor Code violations, unfair business practices, and civil  
9 penalties stemming from Defendants' failure to pay overtime compensation, failure to provide  
10 meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure  
11 to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate  
12 time and payroll records, failure to reimburse necessary business-related expenses, and failure to  
13 pay prevailing wages.

14 2. Plaintiff's First through Ninth Causes of Action are brought as a class action on behalf of  
15 himself and similarly situated current and former employees of Defendants (hereinafter  
16 collectively referred to as the "Class" or "Class Members," as defined more fully in paragraph  
17 12, below) pursuant to California Code of Civil Procedure section 382. The monetary damages  
18 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court  
19 and will be established according to proof at trial.

20 3. Plaintiff's Tenth Cause of Action is brought solely as a representative action, and solely  
21 as a Private Attorney General, on behalf of the State of California for all aggrieved employees,  
22 including herself and other aggrieved employees of Defendants against whom a violation of the  
23 same provision was committed (hereinafter collectively referred to as the "Aggrieved  
24 Employees") pursuant to California Labor Code sections 2698, *et seq*; *Balderas v. Fresh Start*  
25 *Harvesting, Inc.*, 101 Cal.App.5th 533 (2024), as modified (April 18, 2024); and *Johnson v.*  
26 *Maxim Healthcare Services, Inc.*, 66 Cal.App.5th 924 (2021). Plaintiff is an aggrieved employee  
27 against whom the alleged violations occurred. The civil penalties sought by Plaintiff exceed the  
28

1 minimal jurisdiction limits of the Superior Court and will be established according to proof at  
2 trial.

3 4. The Court has jurisdiction over this action pursuant to the California Constitution, Article  
4 VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except  
5 those given by statute to other courts. The statutes under which this action is brought do not  
6 specify any other basis for jurisdiction.

7 5. This Court has jurisdiction over Defendants because, upon information and belief,  
8 Defendants are citizens of California, have sufficient minimum contacts in California, or  
9 otherwise intentionally avail themselves of the California market so as to render the exercise of  
10 jurisdiction over them by the California courts consistent with traditional notions of fair play and  
11 substantial justice.

12 6. Venue is proper in this Court because, upon information and belief, Defendants maintain  
13 offices, have agents, and/or transact business in the State of California, County of Los Angeles.

#### 14 **PARTIES**

15 7. Plaintiff ARMANDO REYES is an individual residing in the County of Los Angeles, State  
16 of California.

17 8. Defendant F. ROBERTS CONSTRUCTION DBA FAATUIESE P ROBERTS is, and at  
18 all times herein mentioned was, a corporation organized and existing under the laws of the State  
19 of California and registered to do business in the state of California.

20 9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and  
21 therefore sues these defendants by such fictitious names. The Doe defendants may be individuals,  
22 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all  
23 times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant,  
24 employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times  
25 mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of  
26 such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to  
27 allege their true names and capacities when ascertained. Plaintiff is informed and believes and  
28 thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner

1 for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately  
2 caused by its conduct. Defendant F. ROBERTS CONSTRUCTION DBA FAATUIESE P  
3 ROBERTS and Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."

4 10. Defendants are and at all times herein mentioned were, (a) conducting business in the  
5 County of Los Angeles, State of California, and (b) the employer of Plaintiff consistent with the  
6 California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

7 11. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the  
8 working conditions, wages, working hours, and conditions of employment of Plaintiff and the  
9 Class, so as to make each of said Defendants employers and employers jointly liable under the  
10 statutory provisions set forth herein.

### 11 **CLASS ACTION ALLEGATIONS**

12 12. Plaintiff brings the First through Ninth Causes of Action as a class action on his own behalf  
13 and on behalf of all other members of the general public similarly situated, and, thus, seeks class  
14 certification under Code of Civil Procedure section 382.

15 13. The proposed class is defined as follows: All current and former non-exempt employees of  
16 any of the Defendants within the State of California at any time commencing four (4) years  
17 preceding the filing of Plaintiff's complaint up until the time that notice of the certified class action  
18 is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

19 14. Plaintiff reserves the right to establish other subclasses as appropriate.

20 15. The Class is ascertainable and there is a well-defined community of interest in the  
21 litigation:

- 22 a. Numerosity: The Class Members are so numerous that joinder of all Class Members is  
23 impracticable. The membership of the entire Class is unknown to Plaintiff at this time;  
24 however, the Class is estimated to be over fifty (50) individuals and the identity of such  
25 membership is readily ascertainable by inspection of Defendants' employment records.
- 26 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated  
27 herein. Plaintiff will fairly and adequately protect the interests of the other Class  
28 Members with whom he has a well-defined community of interest.

1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class  
2 Member, with whom he has a well-defined community of interest and typicality of  
3 claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other  
4 Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules  
5 governing class action discovery, certification, and settlement. Plaintiff has incurred,  
6 and during the pendency of this action will continue to incur, costs and attorneys' fees,  
7 that have been, are, and will be necessarily expended for the prosecution of this action  
8 for the substantial benefit of each Class Member.

9 d. Superiority: A class action is superior to other available methods for the fair and  
10 efficient adjudication of this litigation because individual joinder of all Class Members  
11 is impractical.

12 e. Public Policy Considerations: Certification of this lawsuit as a class action will advance  
13 public policy objectives. Employers of this great state violate employment and labor  
14 laws every day. Current employees are often afraid to assert their rights out of fear of  
15 direct or indirect retaliation. However, class actions provide the Class Members who  
16 are not named in the complaint anonymity that allows for the vindication of their rights.

17 16. There are common questions of law and fact as to the Class that predominate over questions  
18 affecting only individual members. The following common questions of law or fact, among  
19 others, exist as to the members of the Class:

20 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in  
21 accordance with the California Labor Code was willful;

22 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and  
23 the other Class Members for all hours worked, and missed, short, late or interrupted  
24 meal periods and rest breaks in violation of California law;

25 c. Whether Defendants required Plaintiff and the other Class Members to work more than  
26 eight (8) hours per day and/or more than forty (40) hours per week and failed to pay  
27 the legally required overtime compensation to Plaintiff and the other Class Members;  
28

- d. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest periods or required Plaintiff and the other Class Members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided with a legally compliant meal period;
- f. Whether Defendants failed to pay rest period premium wages to Class Members when they were not authorized and permitted to take legally compliant rest periods;
- g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class Members for all hours worked;
- h. Whether Defendants failed to pay Plaintiff and the other Class Members the required minimum wage pursuant to California law;
- i. Whether Defendants failed to pay Plaintiff and the other Class Members proper overtime compensation pursuant to California law;
- j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members within the time required upon their discharge or resignation from employment;
- k. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all necessary business-related expenses and costs in violation of California Labor Code section 2802;
- l. Whether Defendant unlawfully failed to pay prevailing wage for work performed on public works projects in violation of Labor Code sections 1771, 1774, and 1815;
- m. Whether Defendants failed to timely pay all wages due to Plaintiff and the other Class Members during their employment;
- n. Whether Defendants' conduct was with malice, fraud or oppression;
- o. Whether Defendants' conduct was willful or reckless;
- p. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq. based on their improper withholding of compensation and deduction of wages;

- 1 q. The appropriate amount of damages, restitution, and/or monetary penalties resulting  
2 from Defendants' violation of California law; and  
3 r. Whether Plaintiff and the other Class Members are entitled to compensatory damages  
4 pursuant to the California Labor Code.

5 **GENERAL ALLEGATIONS**

6 17. Defendants are a general contractor company engaged in the business of commercial  
7 construction with locations throughout the State of California.

8 18. Defendants employed Plaintiff to work as an hourly non-exempt laborer from  
9 approximately 2017 to approximately 2019.

10 19. At all relevant times set forth herein, Defendants employed Plaintiff and the Class as  
11 hourly-paid or non-exempt employees.

12 20. Throughout the time period involved in this case, Defendants had the authority to hire  
13 and terminate Plaintiff and the Class; to directly or indirectly control work rules, working  
14 conditions, wages, working hours, and conditions of employment of Plaintiff and the Class, and to  
15 hire and terminate the employment of Plaintiff and the Class.

16 21. At all times herein mentioned, Defendants were subject to the Labor Code of the State of  
17 California and the applicable Industrial Welfare Commission Orders.

18 22. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an  
19 ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt  
20 employees. As set forth in more detail below, this scheme involved, inter alia, regularly requiring  
21 Plaintiff, the aggrieved employees and the Class, to work off the clock without compensation,  
22 thereby failing to pay them for all hours worked, including minimum and overtime wages.  
23 Defendant also implemented time rounding practices that resulted in the systematic  
24 underpayment of wages to Plaintiff, the aggrieved and the Class, including minimum and  
25 overtime wages. Defendants also implemented policies that prohibited Plaintiff, the aggrieved  
26 employees and the Class from accurately recording the actual time worked, resulting in a failure  
27 to pay Plaintiff, the aggrieved employees and the Class all wages owed. In addition, Defendants  
28 routinely failed to permit Plaintiff, the aggrieved employees and the Class to take timely and

1 duty-free meal periods and rest periods in violation of California law. Defendants also failed to  
2 reimburse Plaintiff, the aggrieved employees and the Class for all necessary business-related  
3 expenses, and failed to pay prevailing wages.

4 23. Throughout the time period involved in this case, Defendants have implemented policies  
5 and practices which failed to provide Plaintiff, the aggrieved employees and the Class with  
6 timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the aggrieved  
7 employees and the Class of all duties during their meal periods, regularly failed to relinquish  
8 control over Plaintiff and the Class during their meal periods, regularly failed to permit Plaintiff,  
9 the aggrieved employees and the Class a reasonable opportunity to take their meal periods, and  
10 regularly impeded or discouraged Plaintiff, the aggrieved employees and the Class from taking  
11 thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work  
12 and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth  
13 hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain  
14 accurate records of meal periods taken by Plaintiff, the aggrieved employees and the Class.

15 24. Throughout the time period involved in this case, Defendants did not adequately inform  
16 Plaintiff, the aggrieved employees and the Class of their right to take meal periods under  
17 California law. Moreover, Defendants systematically disregarded their own written policies  
18 regarding the provision and timing of meal periods for Plaintiff, the aggrieved employees and the  
19 Class. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the aggrieved  
20 employees and the Class in a way that prohibited them from taking timely and duty-free meal  
21 periods, and to require Plaintiff, the aggrieved employees and the Class to work through their  
22 meal periods, for which they were not compensated.

23 25. Throughout the time period involved in this case, Defendants failed to pay Plaintiff, the  
24 aggrieved employees and the Class premium wages for meal periods that were missed, late,  
25 interrupted, or shortened in violation of California law. Defendants knew or should have known  
26 that Plaintiff, the aggrieved employees and the Class were entitled to receive all meal periods or  
27 payment of one additional hour of pay at their regular rate of pay when a meal period was  
28 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely

1 failed to provide legally compliant meal periods to Plaintiff, the aggrieved employees and the  
2 Class and routinely failed to pay one additional hour of pay to Plaintiff and the Class at their  
3 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

4 26. Throughout the time period involved in this case, Defendants have implemented policies  
5 and practices which prohibited Plaintiff, the aggrieved employees and the Class from taking  
6 timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit  
7 Plaintiff, the aggrieved employees and the Class to take full, uninterrupted, off-duty rest periods  
8 for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-  
9 duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith  
10 effort to authorize, permit, and provide such rest breaks in the middle of each work period.

11 27. Throughout the time period involved in this case, Defendants did not adequately inform  
12 Plaintiff, the aggrieved employees and the Class of their right to take rest periods under  
13 California law. Moreover, Defendants systematically disregarded their own written policies  
14 regarding the provision and timing of rest periods for Plaintiff, the aggrieved employees and the  
15 Class. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the aggrieved  
16 employees and the Class in a way that regularly prohibited them from taking timely and duty-  
17 free rest periods, and to regularly require Plaintiff, the aggrieved employees and the Class to  
18 work through their rest periods.

19 28. Throughout the time period involved in this case, Defendants failed to pay Plaintiff, the  
20 aggrieved employees and the Class premium wages for rest periods that were missed, late,  
21 interrupted, or shortened in violation of California law. Defendants knew or should have known  
22 that Plaintiff, the aggrieved employees and the Class were entitled to receive all rest periods or  
23 payment of one additional hour of pay at their regular rate of pay when a rest period was missed,  
24 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to  
25 authorize and permit Plaintiff, the aggrieved employees and the Class to take duty-free rest  
26 periods and failed to pay one additional hour of pay to Plaintiff, the aggrieved employees and the  
27 Class at their regular rate of pay when a rest period was missed, short, late and/or interrupted.

1       29. Throughout the time period involved in this case, Defendants regularly required  
2 Plaintiff, the aggrieved employees and the Class to perform work off the clock. Although  
3 Defendants prohibited overtime, Defendants still regularly required that Plaintiff, the aggrieved  
4 employees and the Class complete all of their assigned duties. To do so, Plaintiff, the aggrieved  
5 employees and the Class were regularly required to perform work off the clock for which they  
6 were not compensated.

7       30. Throughout the time period involved in this case, Defendants employed a time rounding  
8 policy that was not neutral and designed to constantly round time in Defendants' favor, ensuring  
9 that Plaintiff, the aggrieved employees and the Class were often times not paid for all hours  
10 worked.

11       31. Throughout the time period involved in this case, Defendants implemented policies that  
12 prohibited Plaintiff, the aggrieved employees and the Class from accurately recording the actual  
13 time worked, resulting in a failure to pay Plaintiff, the aggrieved employees and the Class all  
14 wages owed.

15       32. Throughout the time period involved in this case, Defendants required Plaintiff, the  
16 aggrieved employees and the Class to undergo security checks prior to clocking in for their shift  
17 and after clocking out for their shift. Defendants did not compensate Plaintiff, the aggrieved  
18 employees and the Class for time spent undergoing these security checks.

19       33. Throughout the time period involved in this case, Plaintiff, the aggrieved employees and  
20 the Class worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

21       34. Throughout the time period involved in this case, Defendants regularly failed to pay all  
22 overtime compensation owed to Plaintiff, the aggrieved employees and the Class when they  
23 worked in excess of eight (8) hours in a single workday and/or forty (40) hours in a single work  
24 week, or in excess of twelve (12) hours in a single workday and/or eighty (80) hours in a single  
25 work week. Defendants knew or should have known that Plaintiff, the aggrieved employees and  
26 the Class were entitled to receive certain wages for overtime compensation and that they were  
27 not receiving wages for overtime compensation.  
28

1        35. Throughout the time period involved in this case, Defendants failed to pay overtime to  
2 Plaintiff, the aggrieved employees and the Class for all overtime hours worked based on regular  
3 rates of pay correctly calculated to include all applicable remuneration.

4        36. Throughout the time period involved in this case, Defendants regularly failed to pay  
5 Plaintiff, the aggrieved employees and the Class at least minimum wages for all hours worked.  
6 Defendants knew or should have known that Plaintiff, the aggrieved employees and the Class  
7 were entitled to receive at least minimum wages for all hours worked and that they were not  
8 receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum  
9 wages included, inter alia, failing to pay Plaintiff, the aggrieved employees and the Class at the  
10 required minimum wage pursuant to California law, requiring Plaintiff, the aggrieved employees  
11 and the Class to perform work off the clock, implementing time rounding policies that resulted in  
12 the systematic underpayment of wages to Plaintiff, the aggrieved employees and the Class, and  
13 requiring Plaintiff, the aggrieved employees and the Class to undergo security checks prior to  
14 clocking-in and after clocking-out for their shift.

15        37. Throughout the time period involved in this case, Defendants regularly failed to pay  
16 Plaintiff, the aggrieved employees and the Class all wages owed to them upon discharge or  
17 resignation. Defendants knew or should have known that Plaintiff, the aggrieved employees and  
18 the Class were entitled to receive all wages owed to them upon termination within the time  
19 permissible under California Labor Code section 202. Plaintiff, the aggrieved employees and the  
20 Class did not receive payment of all final wages owed to them upon discharge or resignation,  
21 including overtime compensation and minimum wages within any time permissible under  
22 California Labor Code section 202.

23        38. Throughout the time period involved in this case, Defendants regularly failed to pay  
24 Plaintiff, the aggrieved employees and the Class all wages within any time permissible under  
25 California law, including, inter alia, California Labor Code section 204. Defendants knew or  
26 should have known that Plaintiff, the aggrieved employees and the Class were entitled to receive  
27 all wages owed to them during their employment. Plaintiff, the aggrieved employees and the  
28

1 Class did not receive payment of all wages, including overtime compensation, minimum wages,  
2 and meal and rest period premiums.

3 39. Throughout the time period involved in this case, Defendants regularly failed to provide  
4 complete or accurate wage statements to Plaintiff, the aggrieved employees and the Class.  
5 Defendants knew or should have known that Plaintiff, the aggrieved employees and the Class  
6 were entitled to receive complete and accurate wage statements in accordance with California  
7 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.  
8 The deficiencies included, inter alia, the failure to include the total number of hours worked, the  
9 actual gross wages earned, the correct rates of pay, and the name and address of the legal entity  
10 of the employer.

11 40. Throughout the time period involved in this case, Defendants regularly failed to keep  
12 complete or accurate payroll records for Plaintiff, the aggrieved employees and the Class.  
13 Defendants knew or should have known that Defendants were required to keep complete and  
14 accurate payroll records for Plaintiff, the aggrieved employees and the Class in accordance with  
15 California law, but, in fact, did not keep complete and accurate payroll records.

16 41. Throughout the time period involved in this case, Defendants regularly failed to  
17 maintain accurate records relating to Plaintiff's, the aggrieved employees' and the Class's work  
18 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

19 42. Throughout the time period involved in this case, Defendants failed to reimburse  
20 Plaintiff, the aggrieved employees and the Class for all necessary business-related expenses,  
21 including but not limited to tools, uniforms, glasses, masks, travel expenses, and use of their  
22 personal cell phones. Defendants knew or should have known that Defendants were required to  
23 reimburse Plaintiff, the aggrieved employees and the Class for all necessary business-related  
24 expenses and costs, but, in fact, failed to do so in violation of California law.

25 43. Throughout the time period involved in this case, Plaintiff, the aggrieved employees and  
26 the Class were sometimes required by Defendants to report for work and did report for work, but  
27 were either not to put to work or were furnished with less than half of their usual or scheduled  
28 day's work. On such occasions, Defendants failed to pay Plaintiff, the aggrieved employees and

1 the Class required reporting time wages for half their usual or scheduled day's work. Defendant  
2 also failed to pay Plaintiff, the aggrieved employees and the Class for two (2) hours at the  
3 employee's regular rate of pay on days in which Plaintiff, the aggrieved employees and the Class  
4 were required to report for work a second time in one workday and were furnished less than two  
5 (2) hours of work upon the second reporting.

6 44. Throughout the time period involved in this case, Plaintiff, the aggrieved employees and  
7 the Class were required to perform work on public works projects as defined by Labor Code  
8 section 1720. Despite the fact that Plaintiff, the aggrieved employees and the Class were deemed  
9 to be employed on public works projects pursuant to Labor Code section 1772, Defendants failed  
10 to pay employees the correct general prevailing wage rate for work performed on such projects.

11 45. Throughout the time period involved in this case, Defendants knew or should have  
12 known that they had a duty to compensate Plaintiff, the aggrieved employees and the Class  
13 pursuant to California law. Defendants had the financial ability to pay such compensation, but  
14 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the  
15 aggrieved employees and the Class that they paid all wages owed to them, all in order to  
16 increase Defendants' profits.

17 46. California Labor Code section 218 states that nothing in Article 1 of the Labor Code  
18 shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him  
19 [or her] under this article."

20 **FIRST CAUSE OF ACTION**  
21 **(Violation of California Labor Code §§ 510 and 1198)**  
22 **(Against All Defendants)**

23 47. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
24 allegation set forth above.

25 48. California Labor Code section 1198 and the applicable Industrial Welfare Commission  
26 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them  
27 at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending  
28 on the number of hours worked by the person on a daily or weekly basis.

1 49. Specifically, the applicable IWC Wage Order provides that Defendants are and were  
2 required to pay Plaintiff and the other Class Members employed by Defendants, and working  
3 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of  
4 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty  
5 (40) hours in a workweek.

6 50. The applicable IWC Wage Order further provides that Defendants are and were required  
7 to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate of  
8 pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in  
9 excess of eight (8) hours on the seventh day of work in a workweek.

10 51. California Labor Code section 510 codifies the right to overtime compensation at one-  
11 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day  
12 or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work,  
13 and overtime compensation at twice the regular hourly rate for hours worked in excess of twelve  
14 (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

15 52. During the relevant time period, Plaintiff and the other Class Members regularly worked  
16 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

17 53. During the relevant time period, Defendants intentionally and willfully failed to pay  
18 overtime wages owed to Plaintiff and the other Class Members.

19 54. Defendants' failure to pay Plaintiff and the other Class Members the unpaid balance of  
20 overtime compensation, as required by California laws, violates the provisions of California  
21 Labor Code sections 510 and 1198, and is therefore unlawful.

22 55. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members  
23 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys'  
24 fees.

25 **SECOND CAUSE OF ACTION**  
26 **(Violation of California Labor Code §§ 226.7 and 512(a))**  
27 **(Against All Defendants)**

28 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
allegation set forth above.

1        57. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7  
2 and 512(a) were applicable to Plaintiff and the other Class Members' employment by  
3 Defendants.

4        58. At all relevant times, California Labor Code section 226.7 provides that no employer  
5 shall require an employee to work during any meal or rest period mandated by an applicable  
6 order of the California IWC.

7        59. At all relevant times, the applicable IWC Wage Order and California Labor Code  
8 section 512(a) provide that an employer may not require, cause or permit an employee to work  
9 for a work period of more than five (5) hours per day without providing the employee with a  
10 meal period of not less than thirty (30) minutes, except that if the total work period per day of the  
11 employee is no more than six (6) hours, the meal period may be waived by mutual consent of  
12 both the employer and employee.

13        60. At all relevant times, California Labor Code section 512(a) further provides that an  
14 employer may not require, cause or permit an employee to work for a work period of more than  
15 ten (10) hours per day without providing the employee with a second uninterrupted meal period  
16 of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve  
17 (12) hours, the second meal period may be waived by mutual consent of the employer and the  
18 employee only if the first meal period was not waived.

19        61. During the relevant time period, Plaintiff and the other Class Members who were  
20 scheduled to work for a period of time longer than six (6) hours, and who did not waive their  
21 legally-mandated meal periods by mutual consent, were required to work for periods longer than  
22 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

23        62. 61. During the relevant time period, Plaintiff and the other Class Members who were  
24 scheduled to work for a period of time in excess of ten (10) hours were required to work for  
25 periods longer than ten (10) hours without a second uninterrupted meal period of not less than  
26 thirty (30) minutes.

27        63. During the relevant time period, Defendants intentionally and willfully required  
28 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that

were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

64. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

65. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

66. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

**THIRD CAUSE OF ACTION**  
**(Violation of California Labor Code § 226.7)**  
**(Against All Defendants)**

67. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

68. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

69. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours."

71. During the relevant time period, Defendants required Plaintiff and other Class Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

72. During the relevant time period, Defendants willfully required Plaintiff and the other Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take uninterrupted, duty-free rest breaks.

73. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full rest period premium due pursuant to California Labor Code section 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class Members from taking uninterrupted rest periods.

74. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

75. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

**FOURTH CAUSE OF ACTION**  
**(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**  
**(Against All Defendants)**

76. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

77. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

78. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

79. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance of their

1 minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated  
2 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

3 80. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class  
4 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully  
5 unpaid and interest thereon.

6 **FIFTH CAUSE OF ACTION**  
7 **(Violation of California Labor Code §§ 201, 202, 203)**  
8 **(Against All Defendants)**

9 81. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
10 allegation set forth above.

11 82. At all relevant times herein set forth, California Labor Code sections 201 and 202  
12 provide that if an employer discharges an employee, the wages earned and unpaid at the time of  
13 discharge are due and payable immediately, and if an employee quits his or her employment, his  
14 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the  
15 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case  
16 the employee is entitled to his or her wages at the time of quitting.

17 83. During the relevant time period, the employment of Plaintiff and many other Class  
18 Members with Defendants ended, i.e. was terminated by quitting or discharge. Defendants  
19 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer  
20 employed by Defendants all of their wages, earned and unpaid, including but not limited to  
21 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of  
22 their leaving Defendants' employ.

23 84. Defendants' failure to pay Plaintiff and other Class Members who are no longer  
24 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their  
25 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

26 85. California Labor Code section 203 provides that if an employer willfully fails to pay  
27 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall  
28 continue as a penalty from the due date thereof at the same rate until paid or until an action is  
commenced; but the wages shall not continue for more than thirty (30) days.

1 86. Plaintiff and other Class Members who are no longer employed by Defendants are  
2 entitled to recover from Defendants the statutory penalty wages for each day they were not paid,  
3 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

4 **SIXTH CAUSE OF ACTION**  
5 **(Violation of California Labor Code §§ 204 and 210)**  
6 **(Against All Defendants)**

7 87. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
8 allegation set forth above

9 88. At all times herein set forth, California Labor Code section 204 provides that all wages  
10 earned by any person in any employment between the 1st and 15th days, inclusive, of any  
11 calendar month, other than those wages due upon termination of an employee, are due and  
12 payable between the 16th and 26th day of the month during which the labor was performed.

13 89. At all times herein set forth, California Labor Code section 204 provides that all wages  
14 earned by any person in any employment between the 16th and the last day, inclusive, of any  
15 calendar month, other than those wages due upon termination of an employee, are due and  
16 payable between the 1st and the 10th day of the following month.

17 90. At all times herein set forth, California Labor Code section 204 provides that all wages  
18 earned for labor in excess of the normal work period shall be paid no later than the payday for  
19 the next regular payroll period.

20 91. During the relevant time period, Defendants intentionally and willfully failed to pay  
21 Plaintiff and other Class Members all wages due to them, within any time period permissible  
22 under California Labor Code section 204.

23 92. Plaintiff and other Class Members are entitled to recover all available remedies for  
24 Defendants' violations of California Labor Code section 204, including statutory penalties  
25 pursuant to Labor Code section 210(b).

26 **SEVENTH CAUSE OF ACTION**  
27 **(Violation of California Labor Code § 226(a))**  
28 **(Against All Defendants)**

93. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
allegation set forth above.

1        94. At all material times set forth herein, California Labor Code section 226(a) provides that  
2 every employer shall furnish each of his or her employees an accurate itemized statement in  
3 writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number  
4 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate  
5 basis, (4) all deductions, provided that all deductions made on written orders of the employee  
6 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the  
7 period for which the employee is paid, (7) the name of the employee and his or her social  
8 security number, (8) the name and address of the legal entity that is the employer, and (9) all  
9 applicable hourly rates in effect during the pay period and the corresponding number of hours  
10 worked at each hourly rate by the employee. The deductions made from payments of wages shall  
11 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and  
12 a copy of the statement or a record of the deductions shall be kept on file by the employer for at  
13 least three years at the place of employment or at a central location within the State of California.

14        95. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with  
15 complete and accurate wage statements. The deficiencies include, but are not limited to the  
16 failure list the total number of hours worked, the actual gross wages earned, the correct rates of  
17 pay, and the name and address of the legal entity of the employer.

18        96. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and  
19 the Class have suffered injury and damage to their statutorily-protected rights.

20        97. More specifically, Plaintiff and the Class have been injured by Defendants' intentional  
21 and willful violation of California Labor Code section 226(a) because they were denied both  
22 their legal right to receive, and their protected interest in receiving, accurate and itemized wage  
23 statements pursuant to California Labor Code section 226(a).

24        98. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual  
25 damages caused by Defendants' failure to comply with California Labor Code section 226(a), or  
26 an aggregate penalty not exceeding four thousand dollars per employee.

27        99. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with this  
28 section, pursuant to California Labor Code section 226(g).

**EIGHTH CAUSE OF ACTION**

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

100. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

101. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

102. Plaintiff and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a result of, including but not limited to, simple negligence.

103. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

**NINTH CAUSE OF ACTION  
(Violation of Cal. Business & Professions Code §§ 17200, et seq.)  
(Against All Defendants)**

104. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

105. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

106. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

1 107. A violation of California Business & Professions Code section 17200, et seq. may be  
2 predicated on the violation of any state or federal law. In this instant case, Defendants' policies  
3 and practices of requiring employees, including Plaintiff and the Class, to work overtime without  
4 paying them proper compensation violate California Labor Code sections 510 and 1198.  
5 Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and  
6 the Class, to work through their meal and rest periods without paying them proper compensation  
7 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and  
8 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code  
9 sections 201, 202, 203 and 204.

10 108. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197, 1197.1,  
11 510, 1174(d), 2800, and 2802.

12 109. As a result of the herein described violations of California law, Defendants unlawfully  
13 gained an unfair advantage over other businesses.

14 110. Plaintiff and the Class have been personally injured by Defendants' unlawful business  
15 acts and practices as alleged herein, including but not necessarily limited to the loss of money  
16 and/or property.

17 111. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and  
18 the Class are entitled to restitution of the wages withheld and retained by Defendants during a  
19 period that commences four years prior to the filing of this Complaint; an award of attorneys' fees  
20 pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an  
21 award of costs.

22 **TENTH CAUSE OF ACTION**  
23 **(Violation of California Labor Code § 2699, Et Seq.)**  
24 **(Against All Defendants)**

25 109. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
26 allegation set forth above.

27 110. Plaintiff brings her Tenth cause of action solely as a representative action pursuant to the  
28 Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. ("PAGA"),  
on behalf of the State of California for all aggrieved employees, including herself and other  
aggrieved employees of Defendants against whom the alleged violations were committed.

1 111. PAGA specifically provides for a private right of action to recover civil penalties for  
2 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any  
3 provision of this code that provides for a civil penalty to be assessed and collected by the Labor  
4 and Workforce Development Agency or any of its departments, divisions, commissions, boards,  
5 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through  
6 a civil action brought by an aggrieved employee on behalf of the employee and other current or  
7 former employees against whom a violation of the same provision was committed pursuant to the  
8 procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

9 112. Plaintiff was employed by Defendants and the Labor Code violations alleged above  
10 were committed against her during her time of employment. Plaintiff is therefore, an “aggrieved  
11 employee” under PAGA.

12 113. As set forth in detail above, during all times relevant to this Action, Defendants have  
13 routinely subjected Plaintiff and the Aggrieved Employees to the above violations of California  
14 Labor Codes, including by:

15 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage  
16 compensation in violation of Labor Code §§ 1194 and 1198 et seq.

17 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime  
18 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 et seq.

19 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved  
20 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of  
21 premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.

22 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to  
23 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an  
24 additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7  
25 and 512.

26 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end  
27 of their employment in violation of Labor Code § 203.

28 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed  
during employment in violation of Labor Code § 204.

1 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,  
2 itemized wage statements in violation of Labor Code § 226.

3 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved  
4 Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and  
5 compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable  
6 IWC Wage Order.

7 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary  
8 business-related expenses in violation of Labor Code §§ 2800 and 2802.

9 j. Unlawful deduction of wages owed to Plaintiff and the Aggrieved Employees in  
10 violation of Labor Code §§ 221 and 225.5.

11 k. Failing to pay accrued sick pay at Plaintiff and the Aggrieved Employees' regular  
12 rate of pay and refusing to honor their request to use sick time in violation of Labor Code §§246  
13 et seq.

14 l. Failing to pay Plaintiff and the Aggrieved Employees at the prevailing wage for  
15 work performed on public works projects in violation of Labor Code sections 1771, 1774, and  
16 1815;

17 m. Failing to pay reporting time pay in violation of Cal. Lab. Code sections 1198,  
18 1194, 1197 and Section 5(B) of the IWC Wage Order 16.

19 114. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,  
20 individually and on behalf of the Aggrieved Employees and the State of California, requests and  
21 is entitled to recover penalties against Defendants for the Labor Code violations described above,  
22 including but not limited to penalties under California Code of Regulations Title 8 section  
23 11150, penalties under California Labor Code sections 2699, 210, 226, 226.3, 558, 1174.5, and  
24 1197.1, and any and all additional penalties and sums as provided by the California Labor Code  
25 and/or other statutes. The exact amount of the applicable penalties, in all, is an amount to be  
26 shown according to proof at trial.

27 115. Plaintiff has exhausted her administrative remedies pursuant to Labor Code § 2699.3.  
28 On March 17, 2026, Plaintiff, through her counsel of record, by online filing with the Labor and  
Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified

1 Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders  
2 that Defendants have violated, including the facts and theories to support the violations, and of  
3 Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee  
4 required under Labor Code § 2699.3. Additionally, on April 2, 2026, Plaintiff filed an amended  
5 LWDA notice attached as Exhibit A. As of the filing of this Complaint, more than sixty-five (65)  
6 days have elapsed since the mailing of Plaintiff's March 17, 2026 notice, and the LWDA has not  
7 indicated that it intends to investigate the violations discussed in the notice. Accordingly,  
8 Plaintiff may commence a civil action to recover penalties for herself and other Aggrieved  
9 Employees pursuant to Labor Code § 2699.3.

10 116. Plaintiff was compelled to retain the services of counsel to file this court action to  
11 protect her interests and the Aggrieved Employees, and to assess and collect the civil penalties  
12 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs  
13 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

14 117. Plaintiff may amend this complaint as a matter of right pursuant to California Labor  
15 Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in  
16 Labor Code § 2699.3.

### 17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public  
19 similarly situated, prays for relief and judgment against Defendants, jointly and severally, as  
20 follows:

#### 21 **Class Certification**

- 22 1. That this action be certified as a class action;
- 23 2. That Plaintiff be appointed as the representative of the Class;
- 24 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 25 4. That Defendants provide to Class Counsel immediately the names and most  
26 current/last known contact information (address, e-mail and telephone numbers) of all class  
27 members.

#### 28 **As to the First Cause of Action**

1           5.       That the Court declare, adjudge and decree that Defendants violated California  
2 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay  
3 all overtime wages due to Plaintiff and other Class Members;

4           6.       For general unpaid wages at overtime wage rates and such general and special  
5 damages as may be appropriate;

6           7.       For pre-judgment interest on any unpaid overtime compensation commencing  
7 from the date such amounts were due;

8           8.       For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
9 California Labor Code section 1194; and

10          9.       For such other and further relief as the Court may deem just and proper.

11                               **As to the Second Cause of Action**

12          10.       That the Court declare, adjudge and decree that Defendants violated California  
13 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to  
14 provide all meal periods (including second meal periods) to Plaintiff and the Class;

15          11.       That the Court make an award to Plaintiff and the Class of one (1) hour of pay at  
16 each employee's regular rate of compensation for each workday that a meal period was not  
17 provided;

18          12.       For all actual, consequential, and incidental losses and damages, according to  
19 proof;

20          13.       For premium wages pursuant to California Labor Code section 226.7;

21          14.       For pre-judgment interest on any unpaid wages from the date such amounts were  
22 due;

23          15.       For reasonable attorneys' fees and costs of suit incurred herein; and

24          16.       For such other and further relief as the Court may deem just and proper.

25                               **As to the Third Cause of Action**

26          17.       That the Court declare, adjudge and decree that Defendants violated California  
27 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all  
28 rest periods to Plaintiff and the Class;

1           18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at  
2 each employee's regular rate of compensation for each workday that a rest period was not  
3 provided;

4           19. For all actual, consequential, and incidental losses and damages, according to  
5 proof;

6           20. For premium wages pursuant to California Labor Code section 226.7;

7           21. For pre-judgment interest on any unpaid wages from the date such amounts were  
8 due; and

9           22. For such other and further relief as the Court may deem just and proper.

10                           **As to the Fourth Cause of Action**

11           23. That the Court declare, adjudge and decree that Defendants violated California Labor  
12 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to  
13 Plaintiff and the Class;

14           24. For general unpaid wages and such general and special damages as may be  
15 appropriate;

16           25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for  
17 Plaintiff and the Class in the amount as may be established according to proof at trial;

18           26. For pre-judgment interest on any unpaid compensation from the date such amounts  
19 were due;

20           27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California  
21 Labor Code section 1194(a);

22           28. For liquidated damages pursuant to California Labor Code section 1194.2; and

23           29. For such other and further relief as the Court may deem just and proper.

24                           **As to the Fifth Cause of Action**

25           30. That the Court declare, adjudge and decree that Defendants violated California  
26 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the  
27 time of termination of the employment of Plaintiff and other Class Members no longer  
28 employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and other Class Members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

**As to the Sixth Cause of Action**

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

36. For statutory penalties pursuant to California Labor Code section 210; and

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

**As to the Seventh Cause of Action**

38. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;

39. For actual, consequential and incidental losses and damages, according to proof;

40. For statutory penalties pursuant to California Labor Code section 226(e); and

41. For such other and further relief as the Court may deem just and proper.

**As to the Eight Cause of Action**

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

43. For actual, consequential and incidental losses and damages, according to proof;

44. For the imposition of civil penalties and/or statutory penalties;

45. For reasonable attorneys' fees and costs of suit incurred herein; and

1 46. For such other and further relief as the Court may deem just and proper.

2 **As to the Ninth Cause of Action**

3 47. That the Court declare, adjudge and decree that Defendants violated California  
4 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the  
5 Class all overtime compensation due to them, failing to provide all meal and rest periods to  
6 Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to  
7 pay Plaintiff's and other Class Members' wages timely as required by California Labor Code  
8 section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800,  
9 and 2802;

10 48. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment  
11 interest from the day such amounts were due and payable;

12 49. For the appointment of a receiver to receive, manage and distribute any and all  
13 funds disgorged from Defendants and determined to have been wrongfully acquired by  
14 Defendants as a result of violation of California Business and Professions Code sections 17200,  
15 et seq.;

16 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
17 California Code of Civil Procedure section 1021.5;

18 51. For injunctive relief to ensure compliance with this section, pursuant to California  
19 Business and Professions Code sections 17200, et seq.; and

20 52. For such other and further relief as the Court may deem just and proper.

21 **As to the Tenth Cause of Action**

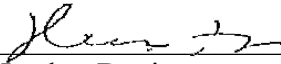
22 53. For statutory attorneys' fees and costs pursuant to section 2699(g)(1) of the California  
23 Labor Code;

24 54. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 201,  
25 202, 203, 204, 210, 510, 512(a), 558, 226(a), 226.7, 1174(d), 1197, 1197.1, 1198, 2800, 2802,  
26 and 6300, et seq., and the Industrial Welfare Commission Wage Orders ("IWC Wage Order")  
27 including inter alia, IWC Wage Order No. 16. and all other penalties allowed by the California  
28 Labor Code and/or other applicable statutes; and

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

DATED: September 30, 2026

**PROTECTION LAW GROUP, LLP**

By: 

Heather Davis

Amir Nayebdadash

*Attorneys for Plaintiff,*

ARMANDO REYES