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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
7/1/2026 3:18:52 PM

Clerk of the Superior Court
By G. Rodriguez ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

OMAR CORDERO TERRIQUEZ, as an individual, on behalf of himself, all persons similarly situated, and all aggrieved employees,

Plaintiff,

v.

ELLIS HOSPITALITY GROUP LLC, a California limited liability company; VANROLIA HOSPITALITY LLC, a California limited liability company dba Hotel Milagro; VYOMESH HOSPITALITY LLC, a California limited liability company dba Hotel Palmeras; ROYAL SUN INN, LLC, a California limited liability company; BAJIPUNA HOSPITALITY LLC, a California limited liability company; ARS HOSPITALITY LLC, a California limited liability company; ASURA, INC., a California corporation; JYOTI SAROLIA a.k.a. JYOTI PATEL, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CU026776C

Unlimited Civil – Demand Exceeds $35,000

FIRST AMENDED
CLASS ACTION COMPLAINT

1. Failure to Timely Pay Minimum and/or Regular Wages;
2. Failure to Timely Pay Overtime and/or Double Time Wages;
3. Failure to Provide Legally Compliant Meal Periods and/or Timely Pay Premium Wages;
4. Failure to Provide Legally Compliant Rest Periods and/or Timely Pay Premium Wages;
5. Failure to Pay Reporting Time Pay;
6. Failure to Timely Pay All Wages Due and Owing Upon Separation of Employment and/or the Required Waiting Time Penalties;
7. Failure to Furnish Accurate Itemized Wage Statements;
8. Failure to Reimburse for Necessary Business Expenses;
9. Violation of California's Unfair Competition Law; and
10. Civil Penalties Under the Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

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Plaintiff Omar Cordero Terriquez, by and through his attorneys of record, brings this action on behalf of himself, all other persons similarly situated, and all aggrieved employees against Defendants Ellis Hospitality Group LLC, Vanrolia Hospitality LLC, Vyomesh Hospitality LLC, Royal Sun Inn, LLC, Bajipuna Hospitality LLC, ARS Hospitality LLC, Asura, Inc., Jyoti Sarolia a.k.a. Jyoti Patel, and Does 1 through 50, inclusive (collectively, "Defendants"), on the following grounds:

INTRODUCTION

1. This action is brought by Plaintiff on behalf of himself and all other current and former non-exempt employees of Defendants who performed work in California during the relevant time period ("Non-Exempt Employees").

2. Through this action, Plaintiff alleges that Defendants have engaged in a systematic pattern of violating the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Order.

3. Plaintiff is informed and believes, and thereon alleges, that Defendants have increased their profits through violating California law by, among other things:

a. Failing to timely pay all minimum and/or regular wages during employment;

b. Failing to timely pay all overtime and/or double time wages during employment;

c. Failing to provide the opportunity to take legally compliant meal periods and/or timely pay premium wages;

d. Failing to authorize and permit legally compliant rest periods and/or timely pay premium wages;

e. Failing to pay reporting time pay;

f. Failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties;

g. Failing to furnish accurate itemized wage statements;

h. Failing to reimburse for necessary business expenses; and

i. Engaging in unfair competition.

4. By and through this action, Plaintiff, on behalf of himself, all other Non-Exempt Employees, and all aggrieved employees, seeks to recover all available remedies, including but not limited

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to unpaid wages and benefits, civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 et seq., penalties, interest, restitution, injunctive relief, attorneys' fees, and litigation costs.

5. Plaintiff has satisfied all administrative prerequisites to bring a PAGA claim. On April 7, 2026, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and to Defendants of the specific Labor Code provisions violated, together with the facts and theories supporting each alleged violation, as required by Labor Code section 2699.3. More than 65 days have elapsed since submission of that notice without the LWDA providing notice of an intent to investigate.

6. All allegations in this complaint are based upon information and belief, except for those allegations that specifically pertain to Plaintiff, which are based upon his personal knowledge and experience. Each allegation in this complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

JURISDICTION AND VENUE

7. Pursuant to Code of Civil Procedure section 382 and Business and Professions Code section 17203, Plaintiff brings this action on behalf of himself and all other Non-Exempt Employees. Plaintiff also brings the Tenth Cause of Action as a representative action on behalf of himself and all other aggrieved employees pursuant to Labor Code section 2699.

8. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10. Defendants are doing business in the state of California. The amount in controversy, exclusive of interest, costs, and attorneys' fees, exceeds the minimum jurisdictional amount for this Court.

9. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5 because many of the acts, conduct, and events alleged herein occurred within this county. Defendants transact business in this county and are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and other Non-Exempt Employees within the county and throughout the state of California.

THE PARTIES

10. Plaintiff Omar Cordero Terriquez is, and at all times relevant to this complaint was, an

individual residing in San Diego County. Plaintiff was employed by Defendants as a Maintenance Technician from December 2020 until February 2026 at Hotel Milagro, located at 70 Broadway, Chula Vista, California, and Hotel Palmeras, located at 230 Broadway, Chula Vista, California.

11. Defendant Ellis Hospitality Group LLC is a California limited liability company with its principal place of business at 16192 Palomino Valley Road, San Diego, California 92127. Ellis Hospitality Group LLC is a hospitality management company that manages and operates multiple hotel properties in California, including Hotel Milagro and Hotel Palmeras.

12. Defendant Vanrolia Hospitality LLC is a California limited liability company doing business as Hotel Milagro, with its principal place of business at 70 Broadway, Chula Vista, California 91910. Defendant Vanrolia Hospitality LLC owns and operates Hotel Milagro, a hotel and lodging establishment in San Diego County.

13. Defendant Vyomesh Hospitality LLC is a California limited liability company doing business as Hotel Palmeras, with its principal place of business at 230 Broadway, Chula Vista, California 91910. Defendant Vyomesh Hospitality LLC owns and operates Hotel Palmeras, a hotel and lodging establishment in San Diego County.

14. Defendant Royal Sun Inn, LLC is a California limited liability company with its principal place of business at 44 Moulton Street, San Francisco, California 94123. Royal Sun Inn, LLC is a hospitality management company that operates hotel properties in California.

15. Defendant Bajipuna Hospitality LLC is a California limited liability company with its principal place of business at 44 Moulton Street, San Francisco, California 94123. Bajipuna Hospitality LLC is a hospitality management company that owns and operates hotel properties in California.

16. Defendant ARS Hospitality LLC is a California limited liability company with its principal place of business at 44 Moulton Street, San Franciso, California 94123. ARS Hospitality LLC is a hospitality management company that owns and operates hotel properties in California.

17. Defendant Asura, Inc. is a California corporation with its principal place of business at 1940 Lombard Street, San Francisco, California 94123. Asura, Inc. owns and operates hotel and lodging establishments in California.

18. Defendant Jyoti Sarolia a.k.a. Jyoti Patel is an individual residing in San Diego County and

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doing business throughout California. Defendant Jyoti Sarolia a.k.a. Jyoti Patel is, and at all relevant times was, an owner, officer, or managing member of Defendant Ellis Hospitality Group, LLC, Defendant Vanrolia Hospitality LLC, Defendant Vyomesh Hospitality LLC, Defendant Royal Sun Inn, LLC, Defendant Bajipuna Hospitality LLC, Defendant ARS Hospitality LLC, and Defendant Asura, Inc.

19. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will amend this complaint to allege the true names and capacities of Does 1 through 50 when ascertained.

20. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to this complaint, Defendants were employers subject to the Labor Code and applicable IWC Wage Order, as defined therein, whose employees were and are engaged in work throughout this county within California.

21. At all times relevant to this complaint, the alleged acts done and/or caused by the named defendants are also alleged to have been done and/or caused by the fictitiously named defendants and by each of their agents and/or employees who acted within the scope of their agency and/or employment.

22. At all times relevant to this complaint, each named defendant, including each fictitiously named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of the other defendants, and in doing the things alleged herein, acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

23. At all times relevant to this complaint, the acts and/or omissions of each of the defendants, including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions of each of the other defendants in proximately causing the wrongful conduct, harm, and/or damages alleged herein. Each of the defendants approved of, condoned, and/or otherwise ratified each and every act and/or omission complained of herein. Each defendant was and is acting with the authority of every other defendant and/or acting as agents of each and every other defendant or Doe defendant.

24. At all times relevant to this complaint, there was a unity of interest and ownership between each defendant, including each fictitiously named defendant, such that all defendants acted as a single employer of Plaintiff and all other Non-Exempt Employees.

25. At all times relevant to this complaint, each defendant, including each fictitiously named

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defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff and all other Non-Exempt Employees, including but not limited to implementing standard policies and procedures.

26. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, was the employer or other person acting on behalf of the employer, within the meaning of Labor Code sections 558, 558.1, and 1197.1, who violated or caused the violations alleged herein.

27. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, caused Non-Exempt Employees, including Plaintiff, to work and/or prevented Plaintiff and other Non-Exempt Employees from working.

28. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, had control over Non-Exempt Employees.

29. Each defendant, including each fictitiously named defendant, is alleged to have caused each of the violations alleged herein and is jointly and severally liable for each violation alleged herein.

30. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, collectively operated as an integrated enterprise based on the interrelation of operations, common management, centralized control of labor, and common ownership or financial control.

FACTUAL ALLEGATIONS

31. Plaintiff was employed by Defendants as a Maintenance Technician from approximately December 2020 until February 2026. In this role, Plaintiff performed plumbing and electrical maintenance, repairs, painting, cleaning, janitorial duties, and responded to guest maintenance requests at Hotel Milagro and Hotel Palmeras. Plaintiff also performed work-related errands to vendors and suppliers using his personal motorcycle. Plaintiff was generally scheduled to work five days per week and typically worked at least 40 hours weekly. At all relevant times, Plaintiff was classified as a non-exempt employee, earned an hourly wage, and was paid on a semi-monthly basis.

32. Defendants own and operate Hotel Milagro and Hotel Palmeras, two hotel and lodging establishments in Chula Vista, California. Both hotels are managed and operated by Defendant Ellis Hospitality Group LLC, which oversees shared management personnel and implements common employment policies and practices across the properties.

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33. At all times relevant to this complaint, Defendants employed other Non-Exempt Employees in various non-exempt positions, including maintenance, housekeeping, and front desk. Non-Exempt Employees earn an hourly wage and are paid on a semi-monthly basis.

34. At all times relevant to this complaint, the policies and practices applicable to Plaintiff were applicable to all other Non-Exempt Employees.

35. At all times relevant to this complaint, Defendants had a common practice of failing to timely pay all minimum and/or regular wages for all time worked or spent under the control of Defendants at least twice per calendar month on the dates designated in advance during employment.

36. Plaintiff regularly performed work duties after clocking out at Defendants' direction. At all times relevant to this complaint, Defendants had a common practice of not compensating Non-Exempt Employees, including Plaintiff, for work performed after clocking out.

37. Defendants directed Plaintiff to travel between Hotel Milagro and Hotel Palmeras during the workday to perform maintenance duties at both properties. Defendants required Plaintiff to clock out at one property and clock in at the other, such that the time spent traveling between the two properties was not compensated, even though Plaintiff was under Defendants' control and direction during such travel.

38. At all times relevant to this complaint, Defendants used a time-keeping system that rounded time in 15-minute increments. As a result of this rounding practice, Non-Exempt Employees were not compensated for fractions of time worked that did not reach a full 15-minute increment, resulting in the systematic underpayment of wages.

39. At all times relevant to this complaint, Defendants had a common practice of failing to timely pay all overtime and/or double time wages no later than the payday for the next regular payroll period during employment. Non-Exempt Employees, including Plaintiff, regularly worked in excess of eight hours per day and/or 40 hours per week. Defendants failed to compensate Non-Exempt Employees for all such overtime and/or double time hours worked.

40. At all times relevant to this complaint, on information and belief, Defendants had a common practice of failing to provide Non-Exempt Employees with the opportunity to take a 30-minute, uninterrupted, duty-free meal period before the end of their fifth hour of work when they worked five or more hours in a workday. Defendants did not timely pay Non-Exempt Employees one additional hour of

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pay at their regular rate of compensation for each workday that a lawful meal period was not provided.

41. At all times relevant to this complaint, it was Defendants' practice and workplace culture to neither authorize nor permit Non-Exempt Employees to take 10-minute off-duty rest periods. Management did not announce, schedule, or remind Non-Exempt Employees about rest periods, but instead pressured Non-Exempt Employees to work through their rest breaks to meet management-driven deadlines. Additionally, Defendants maintained a disciplinary point system under which employees accumulated points for any deviation from assigned work, which coerced Non-Exempt Employees to forgo rest periods to complete their assigned tasks and avoid discipline. Nonetheless, at the end of each pay period, Defendants required Non-Exempt Employees to sign attestation forms stating that they had taken all legally required breaks, notwithstanding the foregoing practices.

42. At all times relevant to this complaint, Defendants had a practice of not paying Non-Exempt Employees premium wages when they did not receive rest periods for every four hours worked or major fraction thereof.

43. At all times relevant to this complaint, Defendants had a policy and practice of only paying Non-Exempt Employees for half the usual or scheduled day's work when an employee reported to work but was not furnished at least half of the usual or scheduled shift, rather than the minimum required by California law. On days when Non-Exempt Employees, including Plaintiff, reported to work and worked less than half of their scheduled shift, Defendants failed to pay them reporting time pay as required under the applicable IWC Wage Order.

44. At all times relevant to this complaint, Defendants had a common practice of failing to timely pay all wages due and owing upon separation of employment. Upon the separation of Plaintiff's employment in February 2026, Defendants failed to include all wages owed in his final pay, including compensation for off-the-clock work, unpaid travel time, and premium wages for non-compliant meal and rest periods. Defendants did not pay the required waiting time penalties for their failure to timely pay all wages due and owing upon separation of employment.

45. At all times relevant to this complaint, Defendants had a common practice of failing to furnish Non-Exempt Employees with accurate itemized wage statements. Wage statements furnished to Plaintiff and other Non-Exempt Employees did not accurately reflect their gross wages earned, total hours

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worked, all applicable hourly rates in effect during the pay period, or premium wages for non-compliant meal and rest periods. Defendants also issued separate wage statements from different legal entity employers for the same pay periods when Plaintiff worked at both hotel properties, further obscuring accurate wage information. Due to the missing and/or incorrect information, Non-Exempt Employees, including Plaintiff, were unable to promptly and easily determine their total hours worked or wages earned during the pay period.

46. At all times relevant to this complaint, Defendants required Plaintiff and other Non-Exempt Employees to use their personal vehicles to travel between hotel properties and to perform work-related errands to vendors and suppliers at Defendants' direction. Defendants did not reimburse Non-Exempt Employees for mileage or other expenses incurred in the discharge of their job duties. When Plaintiff requested reimbursement for such expenses, Defendants expressly refused on the grounds that the hotels were separate entities and that Plaintiff had clocked out.

47. As a result of the violations alleged herein, Defendants engaged in a pattern of unfair, unlawful, and fraudulent business practices.

48. Plaintiff believes that additional violations may be discovered and therefore reserves his right to allege additional violations of law as investigation and discovery warrants. In the event Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint.

CLASS ALLEGATIONS

49. Plaintiff seeks to represent the following classes, which are defined as follows:

> Non-Exempt Class:
> All current and former non-exempt employees of Defendants who performed work in the state of California during the period commencing on the date that is four years prior to the filing of the complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Non-Exempt Class against Defendants, the time period should be adjusted accordingly.
>
> Waiting Time Penalties Sub-Class:
> All former non-exempt employees of Defendants who performed work in the state of California during the period commencing on the date that is three years prior to the filing of the complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Waiting Time Penalties Sub-Class against Defendants, the time period should be adjusted accordingly.

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Wage Statement Sub-Class:
All current and former non-exempt employees of Defendants who performed work in the state of California during the period commencing on the date that is one year prior to the filing of the complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Wage Statement Sub-Class against Defendants, the time period should be adjusted accordingly.

50. Plaintiff reserves the right to establish other additional classes or subclasses or to modify any class definition, as appropriate based on investigation, discovery, and specific theories of liability.

51. Members of the classes described above will be collectively referred to as "class members."

52. Class members are "employees" as the term is used in the Labor Code and the applicable IWC Wage Order regulating wages, hours, and working conditions in the state of California.

53. This action has been brought and may be properly maintained as a class action pursuant to Code of Civil Procedure section 382 based on the following:

a. Numerosity: The members of the Non-Exempt Class, Waiting Time Penalties Sub-Class, and Wage Statement Sub-Class are sufficiently numerous that joinder of all members is impracticable. Although the precise number of class members is unknown to Plaintiff at this time, on information and belief, he estimates that there are approximately 100 or more class members.

b. Commonality: There are common questions of law and fact as to the class members that predominate over questions affecting only individual members because this action involves Defendants' systematic course of conduct. Common questions include but are not limited to:

i. Whether Defendants failed to timely pay class members for all time worked;

ii. Whether Defendants failed to provide class members with the opportunity to take lawful meal periods;

iii. Whether Defendants authorized and permitted class members to take lawful rest periods for every four hours worked or major fraction thereof;

iv. Whether Defendants paid premium wages for non-compliant meal and rest periods;

v. Whether Defendants paid class members reporting time pay as required by the applicable IWC Wage Order;

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vi. Whether Defendants failed to timely pay all wages due and owing upon separation of employment to former class members;

vii. Whether Defendants failed to furnish class members with accurate, itemized wage statements;

viii. Whether Defendants reimbursed class members for necessary expenses incurred in the discharge of their duties;

ix. Whether Defendants engaged in unfair business practices;

x. Whether the class members are entitled to damages, restitution, or other relief resulting from Defendants' conduct; and

xi. What is the appropriate amount of damages, restitution, or other relief the class members are entitled to as a result of Defendants' conduct?

b. Typicality: The claims of Plaintiff are typical of the claims of the class members because Defendants' failure to comply with the provisions of California law entitled each class member to similar pay, benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the class members because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

c. Adequacy: Plaintiff is qualified to represent the class members and is ready and willing to take the time necessary to prosecute this action. Plaintiff has no conflicts that will prevent him from fairly and adequately representing and protecting the interests of the class members. In addition, Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating employment class actions and are versed in the rules governing class action discovery, class certification, and settlement. Plaintiff has incurred and will continue to incur attorneys' fees and costs for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: The nature of this action makes class adjudication superior to other methods because joinder of all class members is impractical. A class action will achieve the economies of time, effort, and expense as compared to a series of separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner at the same time for each class member. If appropriate, this Court is empowered to fashion methods to efficiently manage this case as a class action.

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e. Public Policy Considerations: California employers violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future employment prospects through negative references or other means. Class actions provide the unnamed class members with a type of anonymity that allows for the vindication of their rights at the same time as affording them privacy protections.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

54. Plaintiff brings the Tenth Cause of Action as a representative action under PAGA, Labor Code section 2698 *et seq*., on behalf of himself and all other "Aggrieved Employees," defined as:

> Aggrieved Employees:
> All current and former non-exempt employees of Defendants who performed work in California during the period commencing one year prior to the date of Plaintiff's LWDA notice through final judgment.

55. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699(c) because he was employed by Defendants and suffered one or more of the Labor Code violations alleged herein during the PAGA period.

56. Plaintiff has standing to bring this PAGA claim on behalf of himself and all Aggrieved Employees. As alleged above, Plaintiff timely submitted written notice to the LWDA and Defendants, the notice identified the specific Labor Code provisions violated and the supporting facts and theories, and the requisite waiting period has expired without LWDA intervention.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO TIMELY PAY MINIMUM AND/OR REGULAR WAGES

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

[Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order]

57. Plaintiff realleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

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58. Labor Code section 1197 requires employers to pay at least the applicable minimum wage for all hours worked. Labor Code section 204 requires that all wages be paid at least twice per calendar month on designated paydays. Labor Code section 1198 makes it unlawful to employ an employee for longer hours than those fixed by the applicable IWC Wage Order. Labor Code sections 1194, 1194.2, and 1197.1 entitle employees to recover unpaid wages, liquidated damages, and applicable civil penalties for violations. Labor Code section 210 subjects employers to civil penalties for failure to timely pay wages.

59. Defendants have a common practice of failing to timely pay all minimum and/or regular wages at least twice per calendar month during employment. Defendants require Non-Exempt Employees, including Plaintiff, to perform work tasks after clocking out, including completing electronic activity logs and submitting maintenance records. Defendants required Plaintiff to travel between hotel properties at Defendants' direction without compensating him for such travel time. Defendants further failed to compensate Non-Exempt Employees for all time lost due to their 15-minute rounding practice. Plaintiff and the Non-Exempt Class were not paid for all time worked or spent under the control of Defendants.

60. Having not been properly paid for all hours worked or spent under the control of Defendants, Plaintiff and members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

61. Plaintiff and the Non-Exempt Class are entitled to recover all unpaid wages, penalties, interest, and liquidated damages under Labor Code sections 210, 218.6, 1194(a), 1194.2, and 1197.1(a).

62. Plaintiff and the Non-Exempt Class are entitled to an award of reasonable attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of Civil Procedure section 1021.5.

SECOND CAUSE OF ACTION

<u>FAILURE TO TIMELY PAY OVERTIME AND/OR DOUBLE TIME WAGES</u>

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

[Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order]

63. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

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64. Labor Code section 510(a) requires that work in excess of eight hours in a workday or 40 hours in a workweek be compensated at no less than 1.5 times the employee's regular rate of pay, and work in excess of 12 hours in a workday or more than eight hours on the seventh consecutive day of work be compensated at no less than twice the employee's regular rate of pay. Under California law, an employee may not waive the right to overtime compensation. *Early v. Superior Court*, 79 Cal. App. 4th 1420, 1430 (2000). Labor Code section 558(a) imposes civil penalties for violations of the hours and days of work provisions. The applicable IWC Wage Order mandates the same overtime requirements.

65. Defendants have a common practice of failing to timely pay all overtime and/or double time wages. Plaintiff and members of the Non-Exempt Class regularly worked in excess of eight hours per day and/or 40 hours per week. Due to off-the-clock work, unpaid inter-property travel time, and time shaved by Defendants' rounding practices, the actual hours worked by Non-Exempt Employees exceeded what was reflected in their time records. Defendants failed to compensate Non-Exempt Employees for all overtime and/or double time hours actually worked.

66. Having not been properly paid all overtime and/or double time compensation, Plaintiff and members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

67. Plaintiff and the Non-Exempt Class are entitled to all unpaid wages, penalties, interest, and liquidated damages under Labor Code sections 210, 218.6, 558(a), 1194(a), 1194.2, and 1197.1(a).

68. Plaintiff and the Non-Exempt Class are entitled to an award of reasonable attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of Civil Procedure section 1021.5.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR TIMELY PAY PREMIUM WAGES

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

[Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the "Meal Periods" section of the IWC Wage Order]

69. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

70. Labor Code section 512(a) requires that an employer provide an employee with a meal period of not less than 30 minutes before the end of the employee's fifth hour of work when the employee works more than five hours in a workday, and a second meal period when the employee works more than ten hours. A meal period is lawful only if the employee is relieved of all duties and is free to leave the premises. (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1036 (2012).) The applicable IWC Wage Order mandates the same requirements. Labor Code section 226.7(c) requires the employer to pay one additional hour of pay at the employee's regular rate of compensation for each workday that a lawful meal period is not provided. Under California law, such premium wages are due and payable as wages. (*Murphy v. Kenneth Cole Productions, Inc.*, 40 Cal. 4th 1094, 1103-14 (2007).)

71. On information and belief, Defendants have a common practice of failing to provide the Non-Exempt Class with the opportunity to take a 30-minute, uninterrupted, duty-free meal period before the end of their fifth hour of work. Defendants further failed to timely pay one additional hour of pay at the regular rate of compensation for each workday a lawful meal period was not provided.

72. Having not been provided with lawful meal periods and/or been paid premium wages, Plaintiff and members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

73. Plaintiff and the Non-Exempt Class are entitled to recover all unpaid premium wages, penalties, and interest under Labor Code sections 210, 218.6, 226.7, and 558(a).

74. Plaintiff and the Non-Exempt Class are entitled to an award of reasonable attorneys' fees under Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR TIMELY PAY PREMIUM WAGES

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

[Labor Code §§ 204, 210, 226.7, 1198, and the "Rest Periods" section of the Applicable IWC Wage Order]

75. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

76. The “Rest Periods” section of the applicable IWC Wage Order requires every employer to authorize and permit all employees to take rest periods of at least ten minutes for every four hours worked or major fraction thereof. If an employer fails to provide a lawful rest period, it must pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday the rest period is not provided. Labor Code section 226.7(b) prohibits employers from requiring employees to work during rest periods. California law requires employers to relinquish all control over employees during rest periods and relieve them of all duties. *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269 (2016).

77. Defendants have a common practice of failing to authorize and permit the Non-Exempt Class to take uninterrupted, duty-free rest periods of at least ten minutes for every four hours worked or major fraction thereof. Defendants’ workplace culture does not include rest period reminders, announcements, or scheduling. Defendants’ disciplinary point system coerced Non-Exempt Employees to skip rest periods to avoid accumulating disciplinary points. Defendants further required Non-Exempt Employees to sign attestation forms at the end of each pay period, regardless of veracity, representing that they had taken all legally required breaks. Defendants did not pay premium wages to Non-Exempt Employees for non-compliant rest periods.

78. Having not been authorized and permitted to take lawful rest periods and/or been paid premium wages, Plaintiff and members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

79. Plaintiff and the Non-Exempt Class are entitled to recover all unpaid premium wages, penalties, and interest under Labor Code sections 210, 218.6, and 226.7.

80. Plaintiff and the Non-Exempt Class are entitled to an award of reasonable attorneys’ fees under Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

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SAN DIEGO, CALIFORNIA 92103

FIFTH CAUSE OF ACTION

FAILURE TO PAY REPORTING TIME PAY

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

[Labor Code §§ 204, 210, 1194, 1197, 1198, and the "Reporting Time Pay" section of the Applicable IWC Wage Order]

81. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

82. The "Reporting Time Pay" section of the applicable IWC Wage Order provides that each workday an employee is required to report to work and does report, but is furnished less than half of the 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 hours nor more than four hours, at the employee's regular rate of pay. If an employee reports for work a second time in any one workday and is furnished less than two hours of work on the second reporting, the employee shall be paid for two hours at the employee's regular rate of pay.

83. Defendants have a policy and practice of paying Non-Exempt Employees for a minimum of half the usual or scheduled day's work when they report to work and are furnished less than half of their usual or scheduled shift, rather than the minimum required by California law. On days when Non-Exempt Employees, including Plaintiff, were required to report to work at one location, work a partial shift, and/or travel to a second location, Defendants failed to pay the legally required reporting time pay.

84. Having not received reporting time pay, Plaintiff and members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

85. Plaintiff and the Non-Exempt Class are entitled to, and seek to, recover all unpaid wages, penalties, interest, and liquidated damages under Labor Code sections 210, 218.6, 1194(a), and 1197.1(a).

86. Plaintiff and the Non-Exempt Class are entitled to recover reasonable attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of Civil Procedure section 1021.5.

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SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES

(By Plaintiff individually and on behalf of the Waiting Time Penalties Subclass Against All Defendants)

[Labor Code §§ 201, 202, and 203]

87. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

88. Labor Code section 201(a) requires that wages earned and unpaid at the time of discharge be immediately due and payable. Labor Code section 202(a) requires that when an employee quits without providing 72 hours' prior notice, wages must become due and payable within 72 hours of quitting. Labor Code section 203(a) provides that if an employer willfully fails to pay wages upon separation of employment, the employee's wages shall continue as a penalty at the same rate for up to 30 days.

89. Members of the Waiting Time Penalties Sub-Class are no longer employed by Defendants. Defendants have a common practice of failing to timely pay all wages due and owing upon separation of employment to members of the Waiting Time Penalties Sub-Class. Defendants have failed to pay members of the Waiting Time Penalties Sub-Class upon their separation for all time worked off-the-clock, unpaid inter-property travel time, and meal and rest period premium wages. Defendants have a common practice of failing to pay the appropriate waiting time penalties when failing to timely pay all wages due and owing upon separation. Plaintiff's employment ended in February 2026. Plaintiff has not received all wages owed and has not received any waiting time penalties.

90. Having not received all wages due and owing upon separation of employment and/or the applicable waiting time penalties, Plaintiff and members of the Waiting Time Penalties Sub-Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

91. Plaintiff and the Waiting Time Penalties Sub-Class are entitled to recover waiting time penalties under Labor Code section 203.

92. Plaintiff and the Waiting Time Penalties Sub-Class are entitled to an award of reasonable attorneys' fees and costs under Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

SEVENTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(By Plaintiff, individually and on behalf of the Wage Statement Sub-Class, Against All Defendants)

[Labor Code §§ 226, 226.3, 1198, and the "Records" section of the Applicable IWC Wage Order]

93. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

94. Labor Code section 226(a) requires employers to furnish employees with accurate, itemized wage statements showing, among other things, gross wages earned, total hours worked, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each rate, and all deductions. Under California law, meal and rest period premium wages must be included on an employee's wage statement. *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93, 121 (2022). An injury occurs where the employer fails to provide accurate information and the employee cannot "promptly and easily determine" their wages and hours worked. Lab. Code § 226(e)(2)(B)(i). Labor Code section 226(e)(1) entitles an injured employee to the greater of actual damages or $50 for the initial pay period and $100 per subsequent pay period, not to exceed $4,000. Labor Code section 226.3 imposes civil penalties of $250 per employee per initial citation and $1,000 per subsequent citation.

95. Defendants have a common practice of failing to furnish the Wage Statement Sub-Class with accurate itemized wage statements. The wage statements furnished to Plaintiff and other members of the Wage Statement Sub-Class did not correctly show gross wages earned, total hours worked, all applicable hourly rates, or premium wages for non-compliant meal and rest periods, because the wage statements omitted off-the-clock work, inter-property travel time, and meal and rest period premium wages. During portions of Plaintiff's employment when he worked at both hotels, Defendants issued separate wage statements from different entities for the same pay periods, making it impossible to determine total wages and hours worked. Defendants knew or should have known that the wage statements were inaccurate. Due to the missing and/or incorrect information, Plaintiff and members of the Wage Statement Sub-Class were unable to promptly and easily determine their total hours worked or wages earned during the pay period.

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SAN DIEGO, CALIFORNIA 92103

96. Having received inaccurate wage statements, Plaintiff and members of the Wage Statement Sub-Class have and will continue to suffer damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

97. Plaintiff and members of the Wage Statement Sub-Class are entitled to recover statutory penalties under Labor Code section 226(e)(1) and civil penalties under Labor Code section 226.3.

98. Plaintiff and members of the Wage Statement Sub-Class are entitled to injunctive relief under Labor Code section 226(h) to ensure compliance with Labor Code section 226.

99. Plaintiff and the Wage Statement Sub-Class are entitled to recover reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e)(1) and (h), and Code of Civil Procedure section 1021.5.

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

[Labor Code § 2802]

100. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

101. Labor Code section 2802(a) requires an employer to indemnify employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or obedience to the directions of the employer. Labor Code section 2802(b) provides that all awards for reimbursement shall carry interest at the civil judgment rate from the date the employee incurred the expenditure or loss.

102. Defendants have a common practice of failing to reimburse members of the Non-Exempt Class for necessary business expenses. Defendants required Plaintiff and other Non-Exempt Employees to use their personal vehicles to travel between hotel properties at Defendants' direction and to perform vendor and supplier errands. Defendants did not reimburse Non-Exempt Employees for mileage or vehicle expenses incurred in the discharge of their job duties. When Plaintiff requested mileage reimbursement for employer-directed travel, Defendants denied his request, confirming their unlawful policy.

103. Having not been reimbursed for necessary business expenses, Plaintiff and the Non-Exempt Class have and will continue to suffer damages in an amount presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

104. Plaintiff and members of the Non-Exempt Class are entitled to recover the full amount of expenses incurred and interest under Labor Code section 2802.

105. Plaintiff and the Non-Exempt Class are entitled to an award of reasonable attorneys' fees and costs under Labor Code sections 218.5, 2802(c), and Code of Civil Procedure section 1021.5.

NINTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

[Bus. & Prof. Code §§ 17200 *et seq*.]

106. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

107. California's Unfair Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice." The "unlawful" prong makes a violation of the underlying law a per se violation of Business and Professions Code section 17200. *Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co.*, 20 Cal. 4th 163, 180 (1999). The "unfair" standard is intentionally broad to allow courts maximum discretion. *Id.* at 180-81. A practice is "fraudulent" where members of the public are likely to be deceived. *Blakemore v. Superior Court*, 129 Cal. App. 4th 36, 49 (2005).

108. Defendants' practices violate the unlawful prong because Defendants willfully violated the Labor Code and the applicable IWC Wage Order by failing to timely pay all minimum, regular, overtime and/or double time wages; failing to provide lawful meal and/or rest periods or timely pay premium wages; failing to pay reporting time pay; failing to timely pay all wages due and owing upon separation of employment; failing to furnish accurate itemized wage statements; and failing to reimburse for necessary business expenses.

109. Defendants' practices violate the unfair prong because Defendants implemented a culture of unfairly underpaying Non-Exempt Employees for work performed, compelled Non-Exempt Employees to perform work while off-the-clock, denied Non-Exempt Employees their right to lawful meal and rest periods, and required Non-Exempt Employees to sign coercive attestation forms falsely representing that all legally required breaks were taken.

110. Defendants' practices violate the fraudulent prong because Defendants willfully

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SAN DIEGO, CALIFORNIA 92103

misrepresented to Non-Exempt Employees their gross and net wages earned and total hours worked, and required Non-Exempt Employees to execute false attestation forms regarding break compliance, thereby deceiving employees about their lawful entitlements.

111. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiff and members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

112. Through their unlawful, unfair, and fraudulent conduct, Defendants have reaped, and continue to reap, benefits and profits at the expense of the Non-Exempt Class. Pursuant to Business and Professions Code section 17203, Defendants should be enjoined from this activity and made to disgorge all ill-gotten gains and restore to Plaintiff and members of the Non-Exempt Class all wages and reimbursements wrongfully withheld.

113. Plaintiff and the Non-Exempt Class are entitled to restitution, disgorged profits, and a preliminary and permanent injunction pursuant to Business and Professions Code section 17203.

114. Plaintiff and members of the Non-Exempt Class are entitled to interest under Labor Code section 218.6 and California Civil Code section 3287.

115. Plaintiff and the Non-Exempt Class are entitled to an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

TENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(By Plaintiff, as a representative action on behalf of himself and all Aggrieved Employees, Against All Defendants)

[Labor Code § 2698, *et seq*.]

116. Plaintiff re-alleges and incorporates by reference the above paragraphs of this Complaint as though fully set forth herein.

117. PAGA authorizes an aggrieved employee to bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations. Plaintiff brings this cause of action as a representative PAGA action on behalf of himself and all other Aggrieved

Employees as defined herein. Plaintiff has satisfied all prerequisites to bring this claim as alleged above.

118. Defendants have violated, and continue to violate, the following provisions of the Labor Code with respect to Plaintiff and all other Aggrieved Employees:

a. Labor Code sections 204, 1194, 1197, and 1198, by failing to timely pay all minimum and/or regular wages for all hours worked;

b. Labor Code sections 204, 510, 558, 1194, and 1198, by failing to timely pay all overtime and/or double time wages;

c. Labor Code sections 226.7 and 512, by failing to provide legally compliant meal periods and/or timely pay premium wages therefor;

d. Labor Code section 226.7 and the applicable IWC Wage Order, by failing to authorize and permit legally compliant rest periods and/or timely pay premium wages therefor;

e. Labor Code sections 204 and 1197, and the "Reporting Time Pay" section of the applicable IWC Wage Order, by failing to pay reporting time pay;

f. Labor Code sections 201, 202, and 203, by failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties;

g. Labor Code sections 226(a) and 226.3, by failing to furnish accurate itemized wage statements;

h. Labor Code sections 1174, 1174.5, and the "Records" section of the applicable IWC Wage Order, by failing to maintain accurate employment records reflecting all hours worked, wages earned, and meal period compliance; and

i. Labor Code section 2802, by failing to reimburse employees for necessary business expenses.

119. Pursuant to Labor Code section 2699(f)(2), for Labor Code provisions that do not specify a civil penalty, the civil penalty is $100 per aggrieved employee per pay period for the initial violation and $200 per aggrieved employee per pay period for each subsequent violation. Labor Code section 226.3 imposes penalties of $250 per employee per initial citation and $1,000 per employee per subsequent citation. Labor Code section 558(a) imposes penalties of $50 per underpaid employee per pay period for

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

initial violations and $100 for each subsequent violation. Labor Code section 1174.5 imposes a civil penalty of $500 for any willful violation of Labor Code section 1174 subdivisions (c) and (d).

120. Pursuant to Labor Code section 2699(m), civil penalties recovered under PAGA shall be distributed as follows: 65% to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities; and 35% to the aggrieved employees.

121. As a result of Defendants' violations of the Labor Code as alleged herein, Plaintiff and all other Aggrieved Employees are entitled to recover all applicable civil penalties, injunctive relief, reasonable attorneys' fees, and costs pursuant to Labor Code sections 2699(g)(1) and 2699(k)(1).

PRAYER FOR RELIEF

Plaintiff prays for judgment against Defendants as follows:

A. For an order determining that this action may be maintained as a class action with Plaintiff as the class representative;

B. For the attorneys appearing for Plaintiff to be named as class counsel;

C. For all monies, wages, benefits, and expenses due to Plaintiff and other Non-Exempt Employees;

D. For all minimum and/or regular wages owed under the Labor Code, including, but not limited to, Labor Code section 1194(a);

E. For all overtime and/or double time wages owed under the Labor Code, including, but not limited to, Labor Code section 1194(a);

F. For all premium wages owed under the Labor Code, including, but not limited to, Labor Code section 226.7;

G. For all damages pursuant to the Labor Code, including, but not limited to, Labor Code sections 226(e)(1) and 2802;

H. For all statutory penalties available under the Labor Code, including, but not limited to, Labor Code sections 203, 210, and 226(e)(1);

I. For all civil penalties available under the Labor Code, including, but not limited to, Labor Code sections 226.3, 558(a), and 1197.1(a);

J. For all civil penalties available under PAGA, Labor Code section 2698, *et seq.*, on behalf

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

of Plaintiff and all Aggrieved Employees, to be distributed in accordance with Labor Code section 2699(m) (65% to the LWDA; 35% to Aggrieved Employees);

K. For restitution of all monies, wages, and benefits available under the law, including but not limited to, Labor Code section 1197.1(a) and Business and Professions Code section 17203;

L. For disgorged profits from Defendants' unlawful, unfair, and fraudulent business practices;

M. For all interest accrued as provided by California law, including, but not limited to, Labor Code sections 218.6, 1194(a), 2802(b), and California Civil Code section 3287;

N. For liquidated damages available under the Labor Code, including, but not limited to, Labor Code sections 1194.2(a) and 1197.1(a);

O. For reasonable attorneys' fees and litigation costs available under California law, including, but not limited to, Labor Code sections 218.5, 226(e)(1) and (h), 1194(a), 2699(g)(1), 2699(k)(1), 2802(c), Code of Civil Procedure section 1021.5, the "common fund" theory, the "substantial benefit" theory, and/or other applicable law, theory or doctrine;

P. For injunctive relief available under California law, including, but not limited to, Labor Code section 226(h) and Business and Professions Code section 17203;

Q. For equitable relief;

R. For declaratory relief; and

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

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues triable to a jury.

Dated: July 1, 2026

ARCH LEGAL, P.C.

By: ______________________________

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