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Attorneys for Plaintiffs Joseph Hart, Jarimiah Smith, and Timothy Short, individually, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

JOSEPH HART, JARIMIAH SMITH, and TIMOTHY SHORT, individually, and on behalf of all others similarly situated, Plaintiffs, v. GROOME INDUSTRIAL SERVICE GROUP, LLC; and DOES 1 through 50, inclusive, Defendants.	Case No.: STK-CV-UOE-2026-0003420 *Assigned for all purposes to: Hon. Esmeralda Zendejas, Dept. 11A* **FIRST AMENDED CLASS ACTION COMPLAINT:** 1. Failure to Pay Wages; 2. Failure to Provide Meal Periods; 3. Failure to Permit Rest Periods; 4. Failure to Reimburse Necessary Expenditures; 5. Failure to Provide Accurate Itemized Wage Statements; 6. Failure to Pay All Wages Due During Employment and Upon Separation of Employment; 7. Unfair and Unlawful Business Practices; and 8. Private Attorneys General Act of 2004.

FILE BY FAX

Plaintiffs Joseph Hart and Jarimiah Smith ("Plaintiffs"), individually and on behalf of all others similarly situated, alleges as follows:

INTRODUCTION

1. Plaintiffs bring this putative class and representative action against Defendants Groome Industrial Service Group, LLC and DOES 1 through 50, inclusive (collectively, "Defendants"), on Plaintiffs' own behalf and on behalf of a class of individuals who are and were employed by Defendants as non-exempt or hourly-paid employees throughout California.

2. Plaintiffs allege that Defendants engaged in a pattern of wage and hour violations under the California Labor Code and Industrial Welfare Commission ("IWC") Wage Orders, all of which contribute to Defendants' deliberate unfair competition.

3. Plaintiffs are informed and believe, and thereon allege, that Defendants have increased their profits by violating state wage and hour laws by, among other things:

(a) failing to pay all wages;

(b) failing to provide meal periods or pay meal period premiums;

(c) failing to authorize or permit rest periods or pay rest period premiums;

(d) failing to indemnify necessary expenditures;

(e) failing to provide accurate itemized wage statements; and

(f) failing to pay all wages due during employment and upon separation of employment.

4. Plaintiffs seek monetary relief against Defendants on behalf of themselves and all other similarly situated in California to recover, among other things, unpaid wages, statutory penalties, benefits, interest, attorneys' fees, costs and expenses, and penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 218, 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2802, and Code of California Civil Procedure § 1021.5.

JURISDICTION AND VENUE

5. This is a class action brought pursuant to Code of Civil Procedure § 382.

6. The monetary damages, restitution, penalties, and other legal and equitable relief

sought by Plaintiffs exceed the minimal jurisdictional limits of this Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the California Constitution, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

9. Venue is proper in this court because Defendants maintain offices, have agents, employ individuals, and/or transact business in this county.

THE PARTIES

10. Plaintiff Joseph Hart is a California resident and was employed by Defendants throughout California as a non-exempt explosives technician 2 from approximately October 2024 to approximately March 2026.

11. Plaintiff Jarimiah Smith is a California resident and was employed by Defendants throughout California as a non-exempt explosive foreman lead from approximately November 2024 to approximately March 2026.

12. Defendants were and are subject to the Labor Code and IWC Wage Orders as employers whose employees were and are engaged to work throughout this county and the State of California.

13. Plaintiffs is unaware of the true names or capacities of the Defendant sued herein under the fictious names DOES 1 through 50 but will amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

14. Plaintiffs is informed and believes and thereon alleges that each and all of the acts and omissions alleged herein were performed by, or are attributable, to each Defendant acting as

the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf.

15. Plaintiffs are informed and believe and thereon allege that during the relevant time period, DOES 1 through 50 were the employers of Plaintiffs and the other members of the class within the meaning of all applicable state laws and statutes. Plaintiffs are informed and believe and thereon allege that DOES 1 through 50 directly or indirectly controlled or affected the working conditions, working hours, and conditions of employment of Plaintiffs and the other members of the class so as to make each Defendant an employer liable under the statutory provision set forth herein.

16. Plaintiffs are informed and believe and thereon allege that DOES 1 through 50 had the authority to hire and terminate Plaintiffs and the other members of the class, to set work rules and conditions governing Plaintiffs and the other members of the class's employment, and to supervise their daily employment activities.

17. Plaintiffs are informed and believe and thereon allege that DOES 1 through 50 exercise sufficient authority over the terms and conditions of Plaintiffs' and the other members of the class's employment for them to be joint employers of Plaintiffs and the other members of the class.

CLASS ACTION ALLEGATIONS

18. Plaintiffs bring this action under Code of Civil Procedure § 382 on Plaintiffs' own behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code Business and Professions Code, and IWC Wage Order Violations.

19. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

20. Plaintiffs' proposed class consists of and is defined as follows:

> All individuals currently or formerly employed by Defendants as non-exempt or hourly-paid employees in the State of California at any time between four years prior to the filing of this action and the date of class certification ("Class").

21. Members of the Class described above will be collectively referred to as "Class Members."

22. Plaintiffs reserve the right to modify or re-define the Class, establish subclasses, or modify or re-define any class definition as appropriate based on investigation, discovery, and specific theories of liability.

23. There are common questions of law and fact as to the Class Members that predominate over any questions affecting only individual members including, but not limited to the following:

(a) Whether Defendants failed to pay Plaintiffs and Class Members all wages earned by Plaintiffs and Class Members;

(b) Whether Defendants failed to provide Plaintiffs and Class Members with 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked;

(c) Whether Defendants failed to pay meal period premiums at the regular rate of pay when Plaintiffs and Class Members were not provided with timely, 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked;

(d) Whether Defendants failed to permit Plaintiffs and Class Members to take 10-minute, uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof;

(e) Whether Defendants failed to pay rest period premiums at the regular rate of pay when Plaintiffs and Class Members were not permitted to take 10-minute, uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof;

(f) Whether Defendants made it necessary for Plaintiffs and Class Members to use their personal cell phones for work purposes and failed to indemnify Plaintiffs and Class Members for such use;

(g) Whether Defendants failed to provide Plaintiffs and Class Members accurate itemized wage statements.

(h) Whether Defendants failed to pay wages timely to Plaintiffs and Class

Members during employment;

(i) Whether Defendants failed to pay Plaintiffs and Class Members all wages timely upon termination of employment.

(j) Whether Defendants' conduct was willful, reckless, intentional, and/or knowing; and

(k) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code §§ 17200, et seq.

24. There is a well-defined community of interest in this litigation and the proposed Class and subclasses are readily ascertainable:

(a) Numerosity: The Class Members are so numerous that joinder of all members is impractical. Although the members of the Class are unknown to Plaintiffs at this time, on information and belief, the Class is estimated to be greater than 300 individuals. The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.

(b) Typicality: Plaintiffs' claims (or defenses, if any) are typical of the claims (or defenses, if any) of the Class Members because Defendants' failure to comply with the provisions of California's wage and hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained by Plaintiffs 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: Plaintiffs will fairly and adequately represent and protect the interests of all Class Members because it is in Plaintiffs' best interest to prosecute the claims alleged herein to obtain full compensation and penalties due. Plaintiffs' attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of the Class Members.

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

GENERAL ALLEGATIONS

25. During the relevant time period, Defendants employed Plaintiffs and Class Members as non-exempt or hourly-paid employees throughout California at Defendants' California business location(s).

26. During the relevant time period, Defendants knew that Plaintiffs and Class Members were entitled to compensation for all hours worked. However, Defendants failed to pay Plaintiffs and Class Members all wages due for all hours worked due to Defendants' policy and practice of paying less than the applicable minimum wage for time Plaintiffs and Class Members were required to be on call. For example, Plaintiffs were paid $16.00 per hour for time spent on call in 2025, but the applicable California minimum wage was $16.50. Further, Defendants failed to pay Plaintiffs and Class Members' overtime wages at the correct rate. For example, during the pay period of January 19, 2026 through January 25, 2026, Plaintiff Joseph Hart worked 45 hours of overtime but was paid at a rate less than 1.5 times his regular rate of pay. Additionally, Defendants failed to pay Plaintiffs and Class Members all earned but unused vested vacation wages. For example, Defendants' written policy provides "[u]nused PTO hours up to 40 hours may be carried over to the next calendar year. If you have more than 40 hours remaining, a maximum of half of your allotted hours may be carried over to the next calendar year. For example, if you are allotted 84 hours for the year and have 60 hours remaining, you may only carry over 42 (half of 84) of

those hours to the following calendar year. Carried-over PTO must be used by 12/31 each year, or it will be forfeited." As a result, Defendants failed to pay Plaintiffs and Class Members for all wages in violation of the Labor Code and applicable IWC Wage Order.

27. During the relevant time period, Defendants knew that Plaintiffs and Class Members were entitled to receive 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked or payment of meal period premiums at their regular rate of pay in lieu thereof. However, Defendants failed to provide Plaintiffs and Class Members with 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked and failed to pay meal period premiums at their regular rate of pay in lieu thereof in violation of the Labor Code and applicable IWC Wage Order.

28. During the relevant time period, Defendants knew that Plaintiffs and Class Members were entitled to receive 10-minute, duty-free rest periods for every 4 hours worked or major fraction thereof or payment of rest period premiums at their regular rate of pay in lieu thereof. However, Defendants failed to permit Plaintiffs and Class Members to take 10-minute, uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof and failed to pay rest period premiums at their regular rate of pay in lieu thereof in violation of the Labor Code and applicable IWC Wage Order.

29. During the relevant time period, Defendants knew that Plaintiffs and Class Members were entitled to indemnification of all necessary expenditures or losses incurred in direct consequence of the discharge of Plaintiffs and Class Members' duties. However, Defendants made it necessary for Plaintiffs and Class Members to use their personal cell phones in order to be contacted by Defendants while on call, and Defendants failed to indemnify for these necessary expenditures in violation of the Labor Code.

30. During the relevant time period, Defendants knew that Plaintiffs and Class Members were entitled to itemized wage statements that accurately showed, *inter alia*, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. However, due to Defendants' failure to record and pay for all time worked and Defendants' failure to provide meal and rest

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periods or meal and rest period premiums in lieu thereof, Defendants failed to provide accurate itemized wage statements in violation of the Labor Code.

31. During the relevant time period, Defendants knew that Plaintiffs and Class Members were entitled to timely payment of wages due during employment and upon separation of employment. In violation of the Labor Code, Plaintiffs and Class Members did not receive payment of all wages within the required time periods.

32. During the relevant time period, Defendants knew they had a duty to compensate Plaintiffs and Class Members, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and/or intentionally failed to do so in order to increase Defendants' profits.

33. Therefore, Plaintiffs brings this lawsuit seeking monetary and injunctive relief against Defendants on Plaintiffs' own behalf and on behalf of all Class Members to recover, among other things, unpaid wages, unpaid meal period premium payments, unpaid rest period premium payments, interest, attorneys' fees, penalties, costs, and expenses.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES

(Violation of Labor Code §§ 227.3, 510, 1194, 1194.2, 1197, & 1198; Violation of IWC Wage Order §§ 3, 4, and 5)

34. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

35. During the relevant time period, Defendants were required to compensate Plaintiffs and Class Members for all hours worked pursuant to Labor Code §§ 200, *et seq.*, 510, 1182.12, 1194, 1194.2, 1197, and 1198, and the applicable IWC Wage Order.

36. Labor Code § 510 provides that employees must be paid overtime compensation at 1 ½ times their regular rate of pay for hours worked in excess of 8 hours in a day, 40 hours in a week, and for the first 8 hours worked on the 7th day of work.

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37. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful

38. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful to employ individuals without compensating them at a rate of pay either 1 ½ times or 2 times the individual's regular rate of pay, depending on the number of hours worked by the individual on a daily or weekly basis.

39. Pursuant to Labor Code §§ 510 and 1194, Defendants were required to compensate Plaintiffs and Class Members for all overtime hours worked, calculated at 1 ½ times their regular rate of pay for all hours worked in excess of 8 hours per workday, 40 hours per workweek, and for the first 8 hours on the 7th consecutive workday, and 2 times their regular rate of pay for all hours after 12 in a workday and for all hours over 8 worked on the 7th day of any workweek.

40. Labor Code § 227.3 provides that where an employer provides for paid vacations and an employee is terminated without having taken all vested vacation time, all vest vacation must be paid to the employee at his or her final rate.

41. During the relevant time period, Defendants failed to pay Plaintiffs and Class Members all wages owed when Defendants did not pay all wages owed for all hours worked and did not pay all vested vacation time earned.

42. In violation of the Labor Code, Defendants knowingly and willfully refused to perform their obligations and compensate Plaintiffs and Class Members for all wages earned and all hours worked.

43. During the relevant time period, Defendants regularly failed to pay all wages to Plaintiffs and Class Members for all hours worked in violation of the Labor Code and the applicable IWC Wage Order.

44. Defendants' failure to pay Plaintiffs and Class Members overtime and double-time compensation violates Labor Code §§ 510 and 1198.

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45. As a direct and proximate result of Defendants' failure to pay Plaintiffs and Class Members the required wages, Plaintiffs and Class Members are entitled to recover the unpaid balance of their wages, well as interest, costs, and attorneys' fees.

46. Pursuant to Labor Code § 1194.2, Plaintiffs and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 & 512; Violation of IWC Wage Order § 11)

47. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

48. Labor Code § 226.7 prohibits employers from requiring an employee to work during any meal period mandated by the IWC Wage Orders.

49. Section 11 of the applicable IWC Wage Order provides, "[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

50. Labor Code § 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes, except that if the total work period per day of the employee is not more than 6 hours, the meal period may be waived by mutual consent of both the employer and the employee.

51. Labor Code § 512(a) also provides that an employer may not employ an employee for a work period of more 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

52. During the relevant time period, Plaintiffs and Class Members, at times, did not

receive compliant meal periods for every 5 hours worked because their meal periods were missed, late, short, interrupted, and/or they were not permitted to take a second meal period.

53. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require an employer to pay an employee an additional hour of pay at the employee's regular rate of pay for each workday that a compliant meal period is not provided.

54. During the relevant time period, Defendants failed to pay Plaintiffs and Class Members meal period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

55. As a result of Defendants' failure to pay Plaintiffs and Class Members an additional hour of pay for each day a compliant meal period was not provided, Plaintiffs and Class Members suffered and continue to suffer a loss of wages and compensation.

THIRD CAUSE OF ACTION

FAILURE TO PERMIT REST PERIODS

(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

56. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

57. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

58. Section 12 of the applicable IWC Wage Order states "[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 the "[a]uthorized rest period time shall be based on the total hours worked daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof[,]" unless the total time worked is less than 3 ½ hours.

59. During the relevant time period, Plaintiffs and Class Members, at times, did not receive a 10-minute rest period for every 4 hours or major fraction thereof worked because they were required to work through their rest periods and/or were not authorized to take their rest periods.

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60. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee an additional hour of pay at the employee's regular rate of compensation for each day that a compliant rest period is not provided.

61. During the relevant time period, Defendants failed to pay Plaintiffs and Class Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

62. As a result of Defendants' failure to pay Plaintiffs and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiffs and Class Members suffered and continue to suffer a loss of wages and compensation.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY NECESSARY EXPENDITURES

(Violation of Labor Code § 2802)

63. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

64. Labor Code § 2802 requires employers to indemnify their employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties.

65. During the relevant time period, Defendants made it necessary for Plaintiffs and Class Members to incur expenditures or losses in direct consequence of the discharge of their duties, without indemnifying Plaintiffs and Class Members in violation of Labor Code § 2802.

66. In committing the violations alleged herein, Defendants have willfully and intentionally failed to indemnify Plaintiffs and Class Members for necessary expenditures or losses. As a direct result, Plaintiffs and Class Members have suffered and continue to suffer substantial losses, including the use and enjoyment of their compensation, expenses, and attorneys' fees.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226)

67. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as

though fully set forth herein.

68. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

69. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiffs and Class Members. The deficiencies include, among other things, the failure to correctly state the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours worked at each hourly rate by Plaintiffs and Class Members.

70. As a result of Defendants' knowing and intentional failure to comply with Labor Code § 226(a), Plaintiffs and Class Members have suffered injury and damage to their statutory rights. Plaintiffs and Class Members are deemed to suffer an injury pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code § 226(a). Plaintiffs and Class Members were denied both their legal right to receive, and their protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In addition, because Defendants failed to provide accurate rates of pay on wage statements, Defendants prevented Plaintiffs and Class Members from determining if all hours worked were paid at the appropriate rate and the extent of the underpayment, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and incur these costs had Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also delayed Plaintiffs' ability to demand and recover underpayment of wages from Defendants.

71. Plaintiffs and Class Members are entitled to recover from Defendants the greater of all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or $50.00 for the initial pay period in which a violation occurred and $100.00 per employee for each violation in subsequent pay periods in an amount not exceeding $4,000.00 per employee, plus attorneys' fees and costs.

72. Defendants' violations of California Labor Code § 226(a) prevented Plaintiffs and Class Members from knowing, understanding, and disputing the wages paid to them and resulted in a unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiffs and Class Members have suffered an injury, in the exact amount of damages and/or penalties to be shown according to proof at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE DURING EMPLOYMENT AND UPON SEPARATION OF EMPLOYMENT

(Violation of Labor Code §§ 201, 202, 203, 204, 210, 218)

73. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

74. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

75. Labor Code § 203 provides that if an employer willfully fails to pay wages in accordance with Labor Code §§ 201 and 202 to any employee who is discharged or quit, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, but not for more than 30 days.

76. Labor Code § 204 provides that employees must be paid within a certain number of

days of the close of the pay period. Labor Code § 210 provides that any employer who fails to pay in accordance with the deadlines set forth in Labor Code § 204 shall be subject to a penalty in the amount of $100 for each failure to pay each employee and $200 plus 25% of the amount unlawfully withheld for each subsequent violation or any willful or intentional violation.

77. Labor Code § 218 provides "[n]othing in this article shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due them under this article."

78. During the relevant time period, Defendants failed to timely pay Plaintiffs and Class Members wages earned during the pay period within the required time limits.

79. During the relevant time period, Defendants willfully failed to pay Plaintiffs and Class Members their earned wages upon termination, either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

80. Defendants' failure to pay Plaintiffs and Class Members all their earned wages within the required time limits during employment and at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201, 202, and 204.

81. Plaintiffs and other Class Members are entitled to recover from Defendants the statutory penalties set forth in Labor Code §§ 203 and 210.

SEVENTH CAUSE OF ACTION

UNFAIR AND UNLAWFUL BUSINESS PRACTICES

(Violation of Business and Professions Code §§ 17200, *et seq*.)

82. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

83. California Business and Professions Code §§ 17200, *et seq*. prohibits acts of unfair competition, which includes any "unlawful, unfair, or fraudulent business act or practice . . ."

84. A violation of California Business and Professions Code §§ 17200, *et seq*. may be predicated on a violation of any state or federal law. Defendants' policies and practices violated California law, causing Plaintiffs and Class Members to suffer and continue to suffer injuries-in-

fact.

85. Defendants' policies and practices violated state law in at least the following respects:

(a) Failing to pay all wages owed to Plaintiffs and Class Members in violation of Labor Code §§ 227.3, 510, 1194, 1194.2, 1197, and 1198;

(b) Failing to provide compliant meal periods without paying Plaintiffs and Class Members meal period premiums for each day that lawful meal periods were not provided in violation of Labor Code §§ 226.7 and 512; and

(c) Failing to authorize and permit compliant rest breaks without paying Plaintiffs and Class Members rest period premiums for each day that lawful rest periods were not authorized or permitted in violation of Labor Code § 226.7; and

(d) Failing to indemnify Plaintiffs and Class Members for necessary business expenditures or losses incurred in direct discharge of their duties in violation of Labor Code § 2802.

86. As alleged herein, Defendant engaged in unlawful conduct in violation of the California Labor Code and IWC Wage Orders, such as failing to pay wages, failing to provide meal periods and rest periods or meal and rest period premiums in lieu thereof, and failing to indemnify necessary expenditures, all in order to decrease their costs of doing business and increase their profits.

87. Plaintiffs are informed and believe and thereon allege that during the relevant time period, Defendants were knowledgeable concerning the wage and hour laws of California.

88. During the relevant time period, Defendants intentionally avoided paying Plaintiffs and Class Members wages and monies owed, thereby creating an artificially lower cost of doing business in order to undercut Defendants' competitors and gain a greater foothold in the marketplace.

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89. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq*.

90. As a result of the unfair and unlawful business practices of Defendants as alleged herein, Plaintiffs and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

91. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiffs and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Labor Code §§ 2698, *et seq.*)

92. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

93. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees against whom a violation of the same code provision was committed pursuant to the procedures specified in Section 2699.3.

94. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and

35% to the aggrieved employees.

95. Plaintiffs and all other non-exempt or hourly-paid employees currently or formerly employed by Defendants in California at any time from May 7, 2025 to the present are "aggrieved employees" as defined in Labor Code § 2699(c).

96. Defendants' conduct, as alleged herein, violates numerous Labor Code sections, including the following:

(a) Failing to pay all wages to Plaintiffs and other aggrieved employees in violation of Labor Code §§ 227.3, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198;

(b) Failing to provide compliant meal periods without paying Plaintiffs and other aggrieved employees meal period premiums for each day that lawful meal periods were not provided in violation of Labor Code §§ 226.7 and 512;

(c) Failing to authorize and permit compliant rest breaks without paying Plaintiffs and other aggrieved employees rest period premiums for each day that lawful rest periods were not authorized or permitted in violation of Labor Code § 226.7;

(d) Failing to indemnify necessary expenses in violation of Labor Code § 2802;

(e) Failing to provide accurate itemized wage statements in violation of Labor Code § 226;

(f) Failing to timely pay all wages due during Plaintiffs' and other aggrieved employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210; and

(g) Failing to maintain accurate and complete records showing the hours worked each day by Plaintiffs and other aggrieved employees in violation of Labor Code §§ 1174 and 1174.5.

97. Plaintiffs personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to their Private Attorneys General Act of 2004 ("PAGA")

notice.

98. Plaintiffs have exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and are therefore able to pursue a claim for penalties on Plaintiffs' own behalf and on behalf of all other aggrieved employees under PAGA.

99. Plaintiffs are entitled to recover civil penalties pursuant to Labor Code §§ 210, 558, 1174.5, 1197.1, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

100. Plaintiffs are entitled to recover attorneys' fees pursuant to Labor Code §§ 210, 218.5, and 2699(k)(1).

PRAYER FOR RELIEF

On Plaintiffs' own behalf and on behalf of all others similarly situated, Plaintiffs pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class;

2. For appointment of Plaintiffs as class representatives;

3. For appointment of Abramson Labor Group as class counsel;

4. For compensatory damages in an amount according to proof at trial;

5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits, and penalties;

6. For economic and/or special damages in an amount according to proof at trial;

7. For liquidated damages pursuant to § 1194.2;

8. For civil penalties pursuant to PAGA;

9. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

10. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq*.;

11. For restitution as provided by Business and Professions Code §§ 17200, *et seq*.;

12. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent

and, thereof, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;

13. For pre-judgment interest;

14. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 210, 218.5, 226(e), 1194, 2699(k)(1), and 2802; and

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

Dated: July 13, 2026

ABRAMSON LABOR GROUP

By: ______________________________

Fawn F. Bekam
Andrew Sandoval
Refugio Ortega-Carrillo
Attorneys for Plaintiffs Joseph Hart, Jarimiah Smith, and Timothy Short