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and on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

JACOB LOREDO, individually, and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

FIRST CLASS PLUMBING &
ROOTER SERVICES, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. CVRI2603000

Assigned for All Purposes To:
Hon. Harold W. Hopp, Dept.: 1

FIRST AMENDED COMPLAINT

- 1) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- 2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime);
- 3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- 4) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums);
- 5) Violation of Cal. Labor Code §§ 201, 202, and 203 (Untimely Final Wages);
- 6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements);
- 7) Violation of Cal. Business & Professions Code § 17200, *et seq.* (Unfair Competition);
- 8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- 9) Civil Penalties Pursuant to Private Attorneys' General Act, Labor Code section 2698 *et seq*

DEMAND FOR JURY TRIAL

1 Plaintiff JACOB LOREDO (“Plaintiff”), individually, and on behalf of himself and all
2 others similarly situated, asserts claims against defendant FIRST CLASS PLUMBING &
3 ROOTER SERVICES, INC., a California corporation, and DOES 1 through 50, inclusive
4 (collectively “FIRST CLASS” or “Defendant(s)”) as follows:

5 **INTRODUCTION**

6 1. The purpose of this amendment is to dismiss Plaintiff’s class allegations without
7 prejudice, to assert Plaintiff’s individual wage and hour claims, and to add claims under Labor
8 Code section 2698 et seq. (“PAGA”) within the context of the above-entitled action for both
9 individual and representative penalties. **This amendment is made as a matter of right pursuant**
10 **to Labor Code section 2699.3(a)(2)(C).**

11 2. Pursuant to this amendment, this action is both an individual action seeking damages
12 for wage and hour violations on behalf of Plaintiff, and a representative action for recovery of
13 penalties under the Private Attorneys’ General Act of 2004 (“PAGA”), Cal. Lab. Code section 2698
14 et seq. PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf
15 of themselves and all other current and former aggrieved employees, to recover civil penalties and
16 address an employer’s violations of the California Labor Code.

17 3. In addition to his individual causes of action, Plaintiff brings this action pursuant to
18 the PAGA on a representative basis on behalf of all non-exempt employees working directly or
19 indirectly for Defendants in the State of California (the “Aggrieved Employees”) from one year
20 prior to the filing of the PAGA notice to the conclusion of this action.

21 4. Plaintiff brings this action on behalf of himself and the Aggrieved Employees to
22 recover civil penalties and address Defendants’ violations of the California Labor Code and the
23 IWC Wage Orders.

24 5. Defendants violated various provisions of the California Labor Code and IWC Wage
25 Orders. Defendants’ violations include: (1) Failure to Pay Minimum Wages; (2) Failure to Pay
26 Overtime Owed; (3) Failure To Provide Lawful Meal Periods; (4) Failure To Authorize And Permit
27 Rest Periods; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Reimburse
28 Necessary Expenses; (7) Knowing and Intentional Failure to Comply with Wage Statement

Provisions; (8) Failure to Keep Accurate Records; (9) Failure to Comply with the Requirements of Labor Code section 2810.5.

1. Pursuant to *Huff v. Securitas Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state and not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Stirdivant has standing to pursue penalties on behalf of the state of violations affecting all the aggrieved employees working for Defendants, regardless of their classification, job title, or locations in California.

2. 7. This action is timely because Plaintiff suffered from a violation or numerous violations of the California Labor Code within one year of the date on which a PAGA notice was sent to the LWDA via online submission. More than 65 days have passed, and no response has been received by the LWDA. Plaintiff thereby satisfied the notice requirement under the statute and is permitted to proceed with this action in a representative capacity. During the “liability period,” for Plaintiff’s individual claims, as defined as the applicable statute of limitations for each and every cause of action contained herein – i.e. Plaintiff’s claims under the Unfair Competition Law is four (4) years; Plaintiff’s claims for either unpaid wages or actual damages is three (3) years; and Plaintiff’s claims for statutory penalties is one (1) year from the filing of this action through the present (referred to as “the liability period(s)”) – Defendants consistently maintained and enforced against Plaintiff unlawful practices and policies in violation of California state wage and hour laws, including failing to lawfully and accurately pay Plaintiff for all hours worked, including minimum wages and overtime; failing to lawfully provide meal and rest periods; failing to pay one hour of pay at the employee’s regular rate of pay when legally mandated meal or rest periods were not lawfully provided; failing to accurately pay overtime; failing to reimburse necessary expenses; failing to provide accurate itemized wage statements; and failing to keep accurate records.

3. Defendants implemented uniform policies and practices that deprived Plaintiff of earned wages, including minimum wages; straight time wages; overtime wages; premium wages; failing to reimburse necessary expenses; and lawful meal and/or rest breaks.

4. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiff, bring this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, penalties, liquidated damages, and reasonable attorneys' fees and costs.

5. Plaintiff, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay to Plaintiffs all of his wages, including overtime and premium wages.

JURISDICTION AND VENUE

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

7. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

8. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is either a resident of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself 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. Defendants have done and are doing business throughout California.

9. The unlawful acts alleged herein have a direct effect on Plaintiff and the other similarly situated Aggrieved Employees within Riverside County.

10. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, and the acts or omissions alleged herein took place in this County.

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1 **PARTIES**

2 11. Plaintiff Jacob Loreda is and during the liability period has been, a resident of
3 Ontario, California. Plaintiff was employed by defendant during the liability period as an
4 Apprentice Plumber in Riverside, CA. Plaintiff and the aggrieved employees were employed as
5 non-exempt employees in plumbing or similar related positions, however titled,, directly or
6 indirectly, by Defendants in the State of California from one year prior to the filing of the PAGA
7 notice to the conclusion of this action.

8 12. Defendant First Class Plumbing & Rooter Services, Inc. is a California corporation
9 in good standing that is authorized to do business throughout the State of California. First Class
10 Plumbing & Rooter Services, Inc.'s headquarters is located at 9327 Douglas Drive, Riverside, CA
11 92503. First Class Plumbing & Rooter Services, Inc. operates in California from numerous
12 locations. First Class Plumbing & Rooter Services, Inc. provides plumbing and HVAC services.

13 13. Whenever in this complaint reference is made to any act, deed, or conduct of
14 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
15 one or more of Defendants' officers, directors, agents, employees, or representatives, who was
16 actively engaged in the management, direction, control, or transaction of the ordinary business and
17 affairs of Defendants.

18 14. The true names and capacities of Defendants, whether individual, corporate,
19 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
20 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
21 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
22 capacities of the Defendants designated hereinafter as DOES when such identities become known.

23 15. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are
24 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
25 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
26 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
27 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
28 liability of the Defendants as alleged herein.

16. Plaintiff is further informed and believes, and thereon alleges, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

17. During the relevant time frame, Defendants compensated Plaintiff and the Aggrieved Employees based upon an hourly wage.

18. Plaintiff and the Aggrieved Employees were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

19. Plaintiff was employed as an hourly non-exempt Apprentice Plumber from August 2025 through January 25, 2026. Plaintiff provided plumbing services at numerous locations, including locations in Riverside, San Bernardino, and Los Angeles counties.

20. The Aggrieved Employees provided plumbing services as employees of Defendants throughout the state of California during the liability period.

21. Plaintiff typically worked five days a week, averaging over 40 hours a week.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

23. All Aggrieved Employees, including Plaintiff, are similarly situated in that they are all subject to Defendants' uniform policies and systemic practices as specified herein.

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1 24. Plaintiff and the Aggrieved Employees were not properly compensated for all hours
2 worked, in part because they were frequently required to work off the clock. For example, Plaintiff
3 and Aggrieved Employees were required show up for work but were not permitted to clock in until
4 a plumbing call came in and they were assigned to take that call. Upon returning from a call,
5 Plaintiff and Aggrieved Employees would be required to clock back out and wait for the next call.
6 Thus, they were forced to remain at work, sometimes in excess of 4-5 hours, waiting for calls and
7 subject to their employer's control, but were not paid for that time.

8 25. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
9 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time
10 at a rate of time and one-half the employee's regular rate of pay per hour. Plaintiff and the
11 Aggrieved Employees also often worked in excess of twelve (12) hours in one day and/or over
12 eight (8) hours on the seventh day of the workweek, but were not properly paid for such time at a
13 rate of two times the employee's regular rate of pay per hour.

14 26. Aggrieved Employees were regularly required to work shifts in excess of five
15 hours without being provided a lawful meal period and over ten hours in a day without being
16 provided a second lawful meal period as required by law.

17 27. Indeed, during the relevant time, as a consequence of Defendants' staffing and
18 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
19 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
20 complaint uninterrupted 30-minute meal periods on shifts over five hours and second meal
21 periods on shifts over ten hours as required by law.

22 28. On information and belief, Plaintiff and Aggrieved Employees did not waive their
23 rights to meal periods under the law.

24 29. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-
25 duty meal periods.

26 30. Despite the above-mentioned meal period violations, Defendants failed to
27 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
28 one additional hour of pay at their regular rate as required by California law when meal periods

1 were not timely or lawfully provided in a compliant manner.

2 31. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
3 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
4 were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7
5 but were not receiving such compensation.

6 32. In addition, during the relevant time frame, Plaintiff and the Aggrieved Employees
7 were systematically not authorized and permitted to take one net ten-minute paid, rest period for
8 every four hours worked or major fraction thereof, which is a violation of the Labor Code and
9 IWC wage order.

10 33. Defendants maintained and enforced scheduling practices, policies, and imposed
11 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
12 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
13 requisite rest periods were not timely authorized and permitted.

14 34. Despite the above-mentioned rest period violations, Defendants did not
15 compensate Plaintiff, and on information and belief, did not pay Aggrieved Employees one
16 additional hour of pay at their regular rate as required by California law, including Labor Code
17 section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were
18 not authorized and permitted.

19 35. Moreover, Plaintiff and the Aggrieved Employees were required to incur necessary
20 expenses in the discharge of their duties, including without limitation cellular phone expenses,
21 mileage, and personal protective equipment but were not reimbursed for such necessary expenses.

22 36. Defendants also failed to provide accurate, lawful itemized wage statements to
23 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
24 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
25 worked, the applicable hourly rates, the number of hours worked at each rate, the name and
26 address of the legal entity that is the employer, gross pay and net pay figures from Plaintiff, and
27 the Aggrieved Employees' wage statements. Such actions were and continue to be in violation of
28 the California Labor Code and applicable IWC Wage Orders.

37. Defendants have also made it difficult to determine applicable hourly rates of pay, total hours worked, and account with precision for the unlawfully withheld wages and deductions due to be paid to Non-exempt Employees, including Plaintiff, during the liability period because they did not implement and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-provided rest and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section 211(c), California Labor Code section 226, and applicable California Wage Orders.

38. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and the Aggrieved Employees for all wages owed including minimum wages, straight time wages, overtime, rest period premiums, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations. For example, Plaintiff alleges that he resigned on January 25 2026, but did not receive final wages until January 30, 2026, more than 72 hours after his resignation. He is informed and believes, and thereon alleges, that other Aggrieved Employees similarly received late final wages upon separation from employment.

39. Plaintiff and the Aggrieved Employees are covered by applicable California IWC Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et seq.*

FIRST CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1

Unpaid Minimum Wages

(By Plaintiff and the Aggrieved Employees Against Defendants)

40. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

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1 41. Labor Code section 204 establishes the fundamental right of all employees in the
2 State of California to be paid wages, including minimum wage, straight time and overtime, in a
3 timely fashion for their work.

4 42. Labor Code section 1194(a) provides that notwithstanding any agreement to work
5 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
6 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
7 of the full amount of this minimum wage or overtime compensation, including interest thereon,
8 reasonable attorney's fees, and costs of suit.

9 43. Labor Code section 1197 provides: The minimum wage for employees fixed by the
10 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
11 and the payment of a lower wage than the minimum so fixed is unlawful.

12 44. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
13 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
14 Wage Order(s).

15 45. The applicable wage orders and California Labor Code sections 1197 and 1182.12
16 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
17 state law.

18 46. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
19 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
20 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
21 equal to the unpaid wages and interest accrued thereon.

22 47. During all relevant periods, the California Labor Code and wage orders required that
23 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
24 hours worked.

25 48. The IWC Wage Orders define "hours worked" as "the time during which an
26 employee is subject to the control of an employer, and includes all the time the employee is suffered
27 or permitted to work, whether or not required to do so."

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49. At all times relevant, Plaintiff and Aggrieved Employees consistently worked hours for which they were not paid because Defendants frequently required Plaintiff and the Aggrieved Employees to work off the clock.

50. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the Aggrieved Employees were working off the clock and that they should have been paid for this time.

51. In addition, Defendants failed to pay at least minimum wage for all hours worked because, upon information and belief, Defendants rounded hours worked against Plaintiff and the Aggrieved Employees' interests.

52. Defendant's policy and practice of not paying all minimum wages violates California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable wage order.

53. Due to Defendants' violations of the California Labor Code and wage orders, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well as liquidated damages.

SECOND CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198

Unpaid Overtime

(By Plaintiff and the Aggrieved Employees Against All Defendants)

54. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

55. During all relevant periods, Defendant required Plaintiffs and the Aggrieved Employees to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

56. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent wage order required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of

1 forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's
2 regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be
3 compensated at the rate of no less than twice the regular rate of pay for an employee. In addition,
4 any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be
5 compensated at the rate of no less than twice the regular rate of pay of an employee.

6 57. During all relevant periods, Defendants had a uniform policy of requiring Plaintiffs
7 and the Aggrieved Employees to work in excess of eight (8) hours in a workday and/or in excess
8 of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5)
9 times their regular rate of pay. Upon information and belief, Defendants also failed to properly
10 compensate Plaintiffs and the Aggrieved Employees for hours worked in excess of twelve (12)
11 hours in one (1) day, or eight (8) hours on the seventh (7th) day of a workweek.

12 58. The IWC Wage Orders define "hours worked" as "the time during which an
13 employee is subject to the control of an employer, and includes all the time the employee is suffered
14 or permitted to work, whether or not required to do so."

15 59. At all times relevant, Plaintiffs and Aggrieved Employees consistently worked hours
16 for which they were not paid because Plaintiffs and the Aggrieved Employees were required to
17 work off the clock—some of these hours were over eight (8) hours in one (1) workday or in excess
18 of forty (40) hours in a workweek and should have been paid at the overtime rate.

19 60. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
20 Aggrieved Employees were working off the clock and that they should have been paid for this time.

21 61. In addition, upon information and belief, Defendants failed to incorporate all forms
22 of compensation, including without limitation bonuses, differentials, and incentives, into the
23 regular rate for overtime purposes.

24 62. As a result, Defendants failed to pay Plaintiff and the Aggrieved Employees earned
25 overtime wages and such employees suffered damages as a result.

26 63. Defendants knew or should have known Plaintiff and the Aggrieved Employees
27 were undercompensated as a result of these practices.

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64. Due to Defendant's violations of the California Labor Code, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their unpaid overtime wages, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, statutory penalties, and liquidated damages.

THIRD CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512(A)

Unpaid Meal Period Premiums

(By Plaintiff and the Aggrieved Employees Against All Defendants)

65. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

66. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties, 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 employee.

67. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than ten (10) hours without providing a second meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal break may only be waived by mutual consent, and if the employee did not waive his or her first meal period, and the employee's work day will not exceed twelve hours.

68. For the four (4) years preceding the filing of this lawsuit, Defendants failed to provide Plaintiff and Aggrieved Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a shift.

69. During the liability period, Defendants also failed to provide Plaintiff and Aggrieved Employees timely and uninterrupted second meal periods of not less than thirty (30) minutes on shifts longer than ten hours.

70. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,

1 Plaintiff and the Aggrieved Employees were not provided with legally required meal periods.

2 71. On information and belief, Plaintiff and Aggrieved Employees did not waive their
3 rights to meal periods under the law.

4 72. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-
5 duty meal periods.

6 73. Plaintiff and the Aggrieved Employees were not paid one hour of pay at their regular
7 rate for each day that a first or second meal period was not lawfully provided.

8 74. As a proximate result of the aforementioned violations, Plaintiff and the Aggrieved
9 Employees have been damaged in an amount according to proof at time of trial.

10 75. Pursuant to Labor Code § 226.7, Plaintiff and Aggrieved Employees are entitled to
11 recover one (1) hour of premium pay for each day in which a meal period violation occurred. They
12 are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

13 76. As a result of the unlawful acts of Defendants, Plaintiffs and the Aggrieved
14 Employees they seek to represent have been deprived of premium wages in amounts to be
15 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon,
16 attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC
17 Wage Orders, and Civil Code section 3287.

18 **FOURTH CAUSE OF ACTION**

19 **VIOLATION OF CAL. LABOR CODE § 226.7**

20 **Unpaid Rest Period Premiums**

21 **(By Plaintiff and the Aggrieved Employees Against All Defendants)**

22 77. Plaintiff incorporates by reference and realleges each and every allegation contained
23 above, as though fully set forth herein.

24 78. Pursuant to the IWC wage orders applicable to Plaintiff's and Aggrieved
25 Employees' employment by Defendants, "Every employer shall authorize and permit all employees
26 to take rest periods, which insofar as practicable shall be in the middle of each work period....
27 [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten
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1 (10) minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest
2 period time shall be counted as hours worked, for which there shall be no deduction from wages.”

3 79. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
4 during any rest period mandated by an applicable order of the IWC.

5 80. Defendants were required to authorize and permit employees such as Plaintiff and
6 Aggrieved Employees to take rest periods during shifts in excess of 3.5 hours, based upon the total
7 hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction
8 thereof, with no deduction from wages.

9 81. Despite said requirements of the IWC wage orders applicable to Plaintiff’s and
10 Aggrieved Employees’ employment with Defendants, Defendants failed and refused to authorize
11 and permit Plaintiff and Aggrieved Employees to take lawful, net ten (10) minute rest periods for
12 every four (4) hours worked, or major fraction thereof.

13 82. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay
14 for each day that a rest period violation occurred. On information and belief, the other Aggrieved
15 Employees endured similar violations as a result of Defendants’ rest period policies and practices
16 and Defendant did not pay said Aggrieved Employees premium pay as required by law.

17 83. By their failure to authorize and permit Plaintiff and the Aggrieved Employees to
18 take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major
19 fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour
20 shifts and three (3) total ten (10) minute rest periods on days on which Plaintiff and the other
21 Aggrieved Employees work(ed) work a third rest period for shifts in excess of ten (10) hours, and
22 by their failure to provide compensation for such unprovided rest periods as alleged herein,
23 Defendants willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC
24 Wage Order(s).

25 84. As a result of the unlawful acts of Defendants, Plaintiffs and the Aggrieved
26 Employees they seek to represent have been deprived of premium wages in amounts to be
27 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon,
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1 attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage
2 Orders, and Civil Code 3287.

3 **FIFTH CAUSE OF ACTION**

4 **VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203**

5 **Untimely Final Wages**

6 **(By Plaintiff and the Aggrieved Employees Against All Defendants)**

7 85. Plaintiff incorporates by reference and realleges each and every allegation contained
8 above, as though fully set forth herein.

9 86. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages
10 due within seventy-two (72) hours of separation of employment.

11 87. Section 203 of the Labor Code provides that if an employer willfully fails to timely
12 pay such wages the employer must, as a penalty, continue to pay the subject employee's wages
13 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days
14 of wages.

15 88. Plaintiff and Aggrieved Employees are entitled to compensation for all forms of
16 wages earned, including but not limited to minimum wages, overtime, and premium meal and rest
17 period compensation, but to date have not received such compensation, therefore entitling them to
18 Labor Code § 203 penalties.

19 89. More than thirty (30) days have passed since affected Aggrieved Employees have
20 left Defendants' employ, and on information and belief, they have not received payment pursuant
21 to Labor Code § 203.

22 90. Plaintiff and Aggrieved Employees are thus entitled to 30 days' wages as a penalty
23 under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

24 **SIXTH CAUSE OF ACTION**

25 **VIOLATION OF CAL. LABOR CODE § 226(A)**

26 **Failure to Provide Accurate Wage Statements**

27 **(By Plaintiff and the Aggrieved Employees Against All Defendants)**

1 91. Plaintiff repeats and incorporates herein by reference each and every allegation set
2 forth above, as though fully set forth herein.

3 92. Labor Code section 226(a) reads in pertinent part: “Every employer shall,
4 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
5 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately
6 when wages are paid by personal check or cash, an accurate itemized statement in writing
7 showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions...
8 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
9 name of the employee and only the last four digits of his or her social security number or an
10 employee identification number other than a social security number, (8) the name and address of
11 the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the
12 pay period and the corresponding number of hours worked at each hourly rate by the
13 employee....”.

14 93. Further, the IWC Wage Orders require in pertinent part: Every employer shall
15 keep accurate information with respect to each employee including the following: (3) Time
16 records showing when the employee begins and ends each work period. Meal periods, split shift
17 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
18 payroll period and applicable rates of pay....”

19 94. Labor Code section 1174 of the California also requires Defendants to maintain
20 and preserve, in a centralized location, among other items, records showing the names and
21 addresses of all employees employed and payroll records showing the hours worked daily by, and
22 the wages paid to, its employees. On information and belief and based thereon, Defendants have
23 knowingly and intentionally failed to comply with Labor Code section 1174, including by
24 implementing the policies and procedures and committing the violations alleged in the preceding
25 causes of action and herein. Defendants’ failure to comply with Labor Code section 1174 is
26 unlawful pursuant to Labor Code section 1175.

27 95. Defendants have failed to record many of the items delineated in applicable
28 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section

1 1174, including by virtue of the fact that each wage statement which failed to accurately
2 compensate Plaintiff and Aggrieved Employees for all hours worked and for missed and non-
3 provided meal and rest periods, or which failed to include compensation for all minimum wages
4 earned or overtime hours worked, was an inaccurate wage statement.

5 96. On information and belief, Defendants failed to implement and preserve a lawful
6 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest
7 periods owed to employees, as required for Non-Exempt Employees under California Labor Code
8 section 226 and applicable California Wage Orders. In order to determine if they had been paid
9 the correct amount and rate for all hours worked, Plaintiff and Aggrieved Employees have been,
10 would have been, and are compelled to try to discover the required information missing from
11 their wage statements and to perform complex calculations in light of the inaccuracies and
12 incompleteness of the wage statements Defendants provided to them.

13 97. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
14 Wage Orders, Defendants did not and still do not furnish each of the Aggrieved Employees with
15 an accurate itemized statement in writing accurately reflecting all of the required information.
16 Specifically, Defendants have also omitted accurate itemizations of total hours worked, the name
17 and address of the legal entity that is the employer, and gross pay from Plaintiff and the
18 Aggrieved Employees' wage statements. In addition, Defendants have failed to provide accurate
19 itemized wage statements as a consequence of the above-specified violations for failure to
20 accurately pay all wages owed, accurately record all hours worked, and failure to pay meal and
21 rest period premiums as required by law.

22 98. Moreover, upon information and belief, as a pattern and practice, in violation of
23 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
24 accurate records pertaining to the total hours worked for Defendants by the Aggrieved
25 Employees, including but not limited to, beginning and ending of each work period, meal period
26 and split shift interval, the total daily hours worked, and the total hours worked per pay period
27 and applicable rates of pay.

28 ///

99. Plaintiff and the Aggrieved Employees have suffered injury as a result of Defendants' failure to maintain accurate records for the Aggrieved Employees in that the Aggrieved Employees were not timely provided written accurate itemized statements showing all requisite information, such that the Aggrieved Employees were misled by Defendants as to the correct information regarding various items, including but not limited to the identity of the employer, total hours worked by the employee, gross pay, 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.

100. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed above, Plaintiff and the Aggrieved Employees are each entitled to recover up to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.*

Unfair Competition

(By Plaintiff and the Aggrieved Employees Against All Defendants)

101. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

102. Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees, Defendants' competitors, and the general public. Plaintiff also seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

103. Defendants' policies, activities, and actions as alleged herein are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§ 17200, *et seq.*

104. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on the violation of any state or federal law.

105. The state law violations, including violations of the relevant IWC Wage Order, detailed herein above are the predicate violations for this cause of action. By way of example only, in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Aggrieved

1 Employees with timely meal and rest periods or pay one (1) hour of premium pay when a meal or
2 rest period was not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage
3 Orders. Defendants further violated the law through their policies of failing to fully and accurately
4 compensate Plaintiff and the Aggrieved Employees for all hours worked, including minimum
5 wages and overtime as well as failing to provide accurate itemized wage statement as specified
6 above.

7 106. Plaintiff and the Aggrieved Employees have been personally aggrieved by
8 Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money
9 and/or property.

10 107. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
11 and the Aggrieved Employees are entitled to restitution of the wages withheld and retained by
12 Defendants during a period that commences four (4) years prior to the filing of this complaint; an
13 award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an
14 award of costs.

15 **EIGHTH CAUSE OF ACTION**

16 **VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802**

17 **Failure to Reimburse Necessary Business Expenses**

18 **(By Plaintiff and the Aggrieved Employees Against All Defendants)**

19 108. Plaintiff incorporates by reference and realleges each and every allegation contained
20 above, as though fully set forth herein.

21 109. Plaintiff repeats and incorporates herein by reference each and every allegation set
22 forth above, as though fully set forth herein.

23 110. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Aggrieved
24 Employees for necessary expenditures incurred in direct consequence of the discharge of his or
25 her duties.

26 111. Plaintiff and the Aggrieved Employees were required to incur expenses in the
27 performance of their assigned job duties. For example, Plaintiff and the Aggrieved Employees
28 were required to incur numerous out of pocket expenses, including without limitation, cellular

1 phone expenses, milage, and personal protective equipment, in direct consequence of the
2 discharge of their duties.

3 112. Upon information and belief, the Defendants did not reimburse Plaintiff or the
4 Aggrieved Employees for such expenses.

5 113. As a result of the unlawful acts of Defendants, Plaintiff and the Aggrieved
6 Employees have been deprived of unreimbursed sums in amounts to be determined at trial, and
7 are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees,
8 and costs, pursuant to Labor Code §2802.

9 **NINTH CAUSE OF ACTION**

10 **PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE**

11 **SECTION 2698 ET SEQ.**

12 **(Plaintiff and the Aggrieved Employees Against All Defendants)**

13 114. Plaintiff incorporates each and every allegation set forth in all of the foregoing
14 paragraphs as if fully set forth herein.

15 115. Plaintiff alleges that he and the aggrieved employees were subject to the unlawful
16 conduct and Labor Code violations (and violations of the Wage Order) set forth herein.

17 116. Plaintiff gave timely written notice by online submission to the LWDA and by
18 certified mail to Defendants of Defendants' violations of numerous provisions of the California
19 Labor Code and the IWC Wage Orders as alleged in this complaint. All fees were paid as required
20 by statute.

21 117. Plaintiff is an "aggrieved employee" as defined in Labor Code Section 2699(A), as
22 he was employed by Defendants during the statutory period and suffered one or more of the Labor
23 Code violations set forth herein. He seeks to recover for himself and all other current and former
24 aggrieved employees of Defendants the civil penalties provided by PAGA, plus reasonable
25 attorneys' fees and costs.

26 118. 65 days have passed, and no response has been received from the LWDA.
27 Accordingly, the LWDA has permitted Plaintiff to proceed in a representative capacity.

28 ///

1 119. Plaintiff has exhausted all administrative procedures required of them under the
2 Labor Code §§2698, 2699, 2699.3, and as a result, is justified as a matter of right in bringing
3 forward this cause of action.

4 120. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties
5 for which Defendants are liable due to numerous Labor Code violations as set forth in this
6 Complaint.

7 121. Plaintiff seeks to recover the PAGA civil penalties through a representative action
8 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
9 4th 969. Class certification of the PAGA claims is not required.

10 122. Pursuant to Labor Code section 2698 et seq. and 2699(a), Plaintiff seeks to recover
11 civil penalties for which Defendants are liable due to numerous Labor Code and Wage Order
12 violations as set forth in this Complaint.

13 123. Specifically, Plaintiff, on behalf of himself and the Aggrieved Employees, seeks
14 penalties under Labor Code §2699, for, without limitation, the claims set forth herein, including:

- 15 a. Defendants' failure to comply with the requirement of Labor Code §1182.12,
16 1194, 1197, 1198, and Wage Orders to pay at least minimum wage for every
17 hour worked.
- 18 b. Defendants' failure to comply with the requirement of Labor Code §510, 1194,
19 1197, 1198, and Wage Orders to accurately pay all wages earned, including
20 overtime and reporting wages.
- 21 c. Defendants' failure to comply with the requirement of Labor Code §216 to
22 pay wages after demand was made.
- 23 d. Defendants' failure to comply with the requirement of Labor Code §§204 and
24 210 to pay, without condition and within the time set by the applicable article,
25 all wages, or parts thereof.
- 26 e. Defendants' failure to comply with the requirement of Labor Code §225.5 to
27 pay wages due.

- 1 f. Defendants' failure to comply with the requirement of Labor Code §§201 and
- 2 202 to pay wages due to former employees.
- 3 g. Defendants' failure to comply with the requirement of Labor Code §203 to
- 4 pay waiting time penalties to former employees.
- 5 h. Defendants' failure to comply with the requirement of Labor Code §226.7,
- 6 512, 1198, and IWC Wage Orders to provide timely, uninterrupted 30 minute
- 7 off-duty meal periods.
- 8 i. Defendants' failure to comply with the requirement of Labor Code §226.7,
- 9 1198, and IWC Wage Orders to pay one hour of premium pay at the regular
- 10 rate for each lawful meal break that was not provided.
- 11 j. Defendants' failure to comply with the requirement of Labor Code §226.7,
- 12 1198, and IWC Wage Orders to authorize and permit ten (10) minute rest
- 13 breaks.
- 14 k. Defendants' failure to comply with the requirement of Labor Code §§226.7,
- 15 1198, and IWC Wage Orders to pay one hour of premium pay at the regular
- 16 rate for each statutorily required rest break that was not lawfully authorized
- 17 and permitted.
- 18 l. Defendants' failure to provide accurate compliant wage statements under
- 19 Labor Code section 226.
- 20 m. Defendants' failure to reimburse necessary expenses as required by Labor
- 21 Code section 2802.
- 22 n. Defendants' failure to keep accurate records under Labor Code sections 226,
- 23 1174, 1198, and the Wage Order.

24 124. Plaintiff seeks penalties on behalf of the Aggrieved Employee as set forth above
25 unless explicitly indicated otherwise.

26 125. Plaintiff seeks civil penalties for Defendants' violation of Labor Code provisions
27 for which a civil penalty is specifically provided, including but not limited to the following:
28

- 1 a. Pursuant to Labor Code §210, for violations of Labor Code §204, Defendants
2 are subject to a civil penalty in the amount of one hundred dollars (\$100) for
3 the initial violation for each failure to pay each employee and two hundred
4 (\$200) per employee for violations in subsequent pay periods plus 25% of the
5 amount unlawfully withheld.
- 6 b. Pursuant to Labor Code §226.3, for violations of Labor Code §226 (a)
7 Defendants are subject to a civil penalty in the amount of two hundred and
8 fifty dollars (\$250) per aggrieved employee for the initial pay period where a
9 violation occurs and one thousand dollars (\$1,000) per aggrieved employee
10 for violations in subsequent pay period.
- 11 c. Pursuant to Labor Code §558(a), “[a]ny employer or other person acting on
12 behalf of an employer who violated, or causes to be violated, a section of this
13 chapter or any provisions regulating hours and days of work in any order of
14 the Industrial Welfare Commission,” including Labor Code §§510 and 512,
15 shall be subject to a civil penalty, in addition to any other penalty provided by
16 law, of fifty dollars (\$50) for initial violations for each underpaid employee
17 for each pay period for which the employee was underpaid and one hundred
18 dollars (\$100) for each subsequent violation for each underpaid employee for
19 each pay period for which the employee was underpaid.
- 20 d. Pursuant to Labor Code §1174.5, for violations of Labor Code §1174(d),
21 Defendants are subject to a civil penalty of five hundred dollars (\$500).
- 22 e. Pursuant to Labor Code §1197.1, an employer who pays or causes to be paid
23 to any employee a wage less than the minimum fixed by an order of the
24 commission, shall be subject to a civil penalty as follows: for any initial
25 violation that is intentionally committed, one hundred dollars (\$100) for each
26 underpaid employee for each pay period for which the employee is underpaid;
27 and for each subsequent violation of the same offense, two hundred fifty
28 dollars (\$250) for each underpaid employee for each pay period for which the

employee is underpaid regardless of whether the initial violation was intentionally committed.

126. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under Labor Code §§2698 et seq. and 2699 because of Defendants' violation of numerous provisions of the California Labor Code and IWC Wage Orders.

127. Under Labor Code §2699, Plaintiff and Aggrieved Employees are entitled to \$100 for any initial violation and \$200 for all subsequent violations of the above-mentioned provisions of the California Labor Code.

128. Under Labor Code §2699, Plaintiff and Aggrieved Employees should be awarded twenty-five percent (25%) of all penalties due under California Law, interest, attorneys' fees and costs.

129. Under Labor Code §2699, the State of California should be awarded seventy-five percent (75%) of the penalties due under California Law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray judgment against Defendants, as follows:

On the First Cause of Action

(Unpaid Minimum Wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Unpaid Overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon,

2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Unpaid Meal Period Premiums)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Unpaid Rest Period Premiums)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted; and
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Untimely Final Wages)

1. For unpaid wages;
2. For penalties pursuant to Labor Code § 203;
3. For interest;
4. For reasonable attorneys' fees and costs pursuant to statute; and
5. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Failure to Provide Accurate Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226;
2. For reasonable attorneys' fees and costs; and

1 3. For such other and further relief as the Court deems proper;

2 **On the Seventh Cause of Action**

3 **(Unfair Competition)**

4 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
5 sums to Plaintiff and Aggrieved Employees for the Defendants' past failure to pay overtime and
6 regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium
7 wages for meal and rest periods that were not provided to Plaintiff and Aggrieved Employees over
8 the last four (4) years in an amount according to proof;

9 2. For reasonable attorneys' fees that Plaintiff and Aggrieved Employees are entitled
10 to recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194;

11 3. For pre-judgment interest on any unpaid overtime wages due from the day that such
12 amounts were due;

13 4. For costs of suit incurred herein that Plaintiff and Aggrieved Employees are entitled
14 to recover under the Labor Code; and

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

16 **On the Eighth Cause of Action**

17 **(Failure to Reimburse Necessary Business Expenses)**

18 1. For unreimbursed sums;

19 2. For reasonable attorneys' fees and costs pursuant to statute;

20 3. For interest; and

21 4. For such other and further relief as the Court deems proper.

22 **On the Ninth Cause of Action**

23 **(Penalties Under the Private Attorney Generals Act, Labor Code section 2698 et seq.)**

24 1. For penalties according to proof, pursuant to Labor Code §§2698 et seq. for the
25 violations specified above.

26 2. For penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699(a)
27 and (f).
28

- 1 3. For interest at the legal rate pursuant to Labor Code §§218.6, 1194, California Civil
2 Code §§3287, 3288, and/or any other applicable provision providing for pre-
3 judgment interest.
- 4 4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§1194, 226,
5 2699, and/or Code of Civil Procedure §1021.5, and/or any other applicable
6 provisions providing for attorneys' fees and costs.
- 7 5. For such other and further relief as the Court deems proper.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff, on behalf of the Aggrieved Employees respectfully demand a jury trial in this
10 matter.

11 Respectfully submitted,

12 **EMPLAW, LLP**

13 Dated: July 22, 2026

14 

15 Christina M. Lucio, Esq.

16 Mitchell J. Murray, Esq.

17 Samantha A. Jones, Esq.

18 Attorneys for Plaintiff
19 JACOB LOREDO, on behalf of himself
20 and all others similarly situated