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Clerk of the Superior Court
By M. Cruz ,Deputy Clerk

Attorneys for Plaintiffs ARIAN ARAGON RAMIREZ and TAYOMI WILKINS,
on behalf of themselves and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ARIAN ARAGON RAMIREZ and TAYOMI
WILKINS, individuals, on behalf of
themselves and others similarly situated,

Plaintiff,

vs.

FRIAR TUX SHOP, a California stock
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 26CU025683N

CLASS ACTION

Assigned for All Purposes To:

Hon. Cynthia Freeland

Dept.: N-27

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Failure To Authorize And Permit Meal Periods Under Labor Code § 226.7;
4. Failure To Authorize And Permit Rest Periods Under Labor Code § 226.7;
5. Failure To Timely Furnish Accurate Itemized Wage Statements Under Labor Code § 226;
6. Violation of Labor Code § 204;
7. Violation of Labor Code § 203;
8. Illegal Wage Deductions Under Labor Code § 221;
9. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
10. Violation of Business & Professions Code § 17200 *et seq.*
11. Penalties Under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Complaint Filed: May 12, 2026

Trial Date: None Set

1 Plaintiffs ARIAN ARAGON RAMIREZ and TAYOMI WILKINS (hereinafter “Plaintiffs”),
2 on behalf of themselves and other similarly situated non-exempt employees employed by
3 Defendants within the state of California during the relevant time period (collectively, “Employees”;
4 individually, “Employee”), hereby file this Complaint asserting class and individual claims against
5 Defendants FRIAR TUX SHOP, a California stock corporation; and DOES 1 to 50 (collectively
6 referred to as “Defendants”). Plaintiffs are informed and believes, and on the basis of that information
7 and belief, alleges as follows:

8 **INTRODUCTION**

9 1. This is a civil action seeking recovery for Defendants’ violations of the California
10 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by the
11 California Industrial Welfare Commission (the “IWC Wage Orders”) and related common law
12 principles.

13 2. Plaintiffs’ actions seek damages including full restitution from Defendants as a result
14 of Defendants’ unlawful, fraudulent, and/or unfair business practices.

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

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

24 **PARTIES**

25 5. Plaintiffs are individuals over the age of 18 and are now and/or at all times mentioned
26 in this Complaint were citizens of the State of California.

27 6. Plaintiff RAMIREZ worked for Defendants as a Stylist from on or around December
28 2024 to October 2025, performing his job duties at the behest of Defendants in San Diego County.

1 7. Plaintiff WILKINS worked for Defendants as an Assistant Manager in Training on
2 or around April 2025 to November 2025, performing her job duties at the behest of Defendants in
3 Riverside, San Bernardino, and Orange County.

4 8. Plaintiffs seek recovery herein from Defendants because with regard to Plaintiffs,
5 while acting for Defendants in their capacity as hourly, non-exempt Stylists and Assistant Managers
6 in Training, Defendants have:

- 7 a. Failed to pay minimum wages;
- 8 b. Failed to pay wages and overtime;
- 9 c. Failed to authorize and permit meal periods;
- 10 d. Failed to authorize and permit rest periods;
- 11 e. Failed to timely furnish accurate itemized wage statements;
- 12 f. Violated Labor Code § 204;
- 13 g. Violated Labor Code § 203;
- 14 h. Taken illegal wage deductions under Labor Code § 221;
- 15 i. Failed to reimburse necessary business expenses; and
- 16 j. Conducted unfair business practices.

17 9. Defendant FRIAR TUX SHOP is a California stock corporation that lists its principal
18 address as 1711 S Claudina Way, Anaheim, CA 92805 with the California Secretary of State.
19 Furthermore, “FRIAR TUX” is listed as the entity in direct deposits issued to Plaintiffs by
20 Defendant. Moreover, the employee handbook and related documents provided to Plaintiff
21 RAMIREZ during his employment list “FRIAR TUX” as the employer.

22 10. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint
23 were licensed to do business and/or actually doing business in California. Plaintiffs do not know the
24 true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive and
25 for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil
26 Procedure § 474. Plaintiffs will seek leave of court to amend this Complaint to allege such names
27 and capacities as soon as they are ascertained.

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1 11. Defendants, and each of them, are now and/or at all times mentioned in this
2 Complaint were in some manner legally responsible for the events, happenings, and circumstances
3 alleged in this Complaint. Defendants, and each of them, directly or indirectly, or through an agent
4 or any other person, employed or exercised control over the wages, hours, or working conditions of
5 Plaintiffs and, upon information and belief, the class members.

6 12. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful
7 practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

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

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

17 15. Defendants, and each of them, at all times mentioned in this Complaint concurred
18 and contributed to the various acts and omissions of each and every one of the other Defendants in
19 proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

20 16. Defendants, and each of them, at all times mentioned in this Complaint approved of,
21 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged herein.

22 17. Defendants, and each of them, at all times mentioned in this Complaint aided and
23 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
24 causing the damages alleged in this Complaint.

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1 **JURISDICTION AND VENUE**

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

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

7 20. The California Superior Court also has jurisdiction in this matter because during their
8 employment with Defendants, Plaintiffs and the members of the putative Classes herein were all
9 California citizens and Defendant FRIAR TUX SHOP is a California stock corporation. Further, there
10 is no federal question at issue, as the issues herein are based solely on California statutes and law.

11 21. Venue is proper in San Diego County under Code of Civil Procedure §§ 395(a) and
12 395.5, in that liability arose there because at least some of the transactions that are the subject matter
13 of this Complaint occurred therein and/or each Defendant either is found, maintains offices,
14 transacts business, and/or has an agent therein.

15 **SUMMARY OF CLAIMS**

16 22. During Plaintiff RAMIREZ's employment with Defendants, he worked as a Stylist
17 at Defendant's retail store located in Vista, San Diego County. Plaintiff RAMIREZ's job duties
18 included, but were not limited to, measuring customers for suits and other garments, providing
19 styling and fitting assistance and expertise, handling and processing merchandise orders and
20 deliveries, organizing newly delivered products, and maintaining and cleaning the store's common
21 areas.

22 23. Plaintiff RAMIREZ generally worked 20 to 35 hours per week, and five shifts per
23 week. Plaintiff RAMIREZ's scheduled hours were generally from 12:00 p.m. to 07:00 p.m. or 02:00
24 p.m. to 07:00 p.m. However, Plaintiff RAMIREZ was required by Defendants to endure substantial
25 off-the-clock work before and after his scheduled shift hours, and during his meal breaks, and was
26 not paid for all his hours worked at the regular rate and at the correct overtime rates.

27 24. During Plaintiff WILKINS's employment with Defendants, she worked as an
28 Assistant Manager in Training at several of Defendant's locations in and around Riverside County,

1 San Bernardino County, and Orange County. Plaintiff WILKINS's job duties included, but were not
2 limited to, opening and closing the store, preparing and making bank deposits, auditing cash and
3 store records, assisting customers with rentals and fittings, providing customer service, and
4 performing other operational and customer service duties as directed by Defendants.

5 25. Plaintiff WILKINS generally worked 40 hours per week, and five shifts per week.
6 Plaintiff WILKINS's scheduled hours were generally from 11:00 a.m. to 7.p.m. However, Plaintiff
7 WILKINS was required by Defendants to endure substantial off-the-clock work before and after her
8 scheduled shift hours, and during her meal breaks, and was not paid for all her hours worked at the
9 regular rate and at the correct overtime rates.

10 26. With regard to Plaintiffs and the Class Members, Defendants have committed the
11 following violations:

12 a. **Failure to pay minimum wages.** Defendants maintained policies, practices, and
13 procedures that required Plaintiffs and Class Members to perform substantial off-the-clock work.
14 Defendants' policies, practices, and procedures of requiring systematic off-the-clock work flowed,
15 in part, from their management expectations and unlawful timekeeping procedures. During
16 Plaintiffs' employment, they were required to arrive at the worksite location prior to the start of their
17 scheduled shifts in order to prepare for the rigorous demands for the workday. As to Plaintiff
18 WILKINS, this included conducting inventory and performing other work-related duties before
19 being allowed to clock in for the start of her scheduled shift. As to Plaintiff RAMIREZ, he was
20 required to assist clients and perform work-related duties while off-the-clock before being allowed
21 to clock in for the start of his scheduled shift.

22 Furthermore, after clocking out at the end of their scheduled shifts, Plaintiffs were regularly
23 required by Defendants to remain on the premises and continue to perform work-related duties,
24 while off-the-clock. Plaintiffs understood that refusal to perform these off-the-clock work would
25 subject him to reprimand and discipline by Defendants.

26 Defendants did not allow Plaintiffs and the Class Members to record the all times spent
27 working, including off-the-clock. Instead, Defendants required timekeeping entries to be recorded
28 by Plaintiffs and the Class Members through the work computers located near the back of the store.

1 Thus, Plaintiffs were instructed and compelled by Defendants to record only the scheduled shift
2 times for when they started and ended work, and Defendants' time records do not reflect the actual
3 hours worked by Plaintiffs.

4 Moreover, Defendants failed to maintain accurate and contemporaneous time records
5 through a lawful timekeeping system and failed to compensate Plaintiffs and the Class Members for
6 all hours worked, including during their legally required meal periods. Management instructed
7 Plaintiffs that, regardless of work-related interruptions, they were to remain clocked out until the
8 full thirty (30) minutes had elapsed so that Defendants' time records would appear compliant with
9 California Law. Furthermore, Plaintiff WILKINS regularly worked shifts of more than ten (10)
10 hours and entitled her to both a first and a second thirty (30) minute meal period. However, due to
11 chronic understaffing and work demands from management and customers, Plaintiff WILKINS was
12 frequently required to perform work during her unpaid meal periods. As a result, Plaintiffs
13 performed compensable work off the clock for which Defendant failed to pay minimum wages.

14 Also, upon information and belief, managers would oftentimes make modifications and
15 adjustments to Plaintiff WILKIN's time records to reflect legally compliant meal period start and
16 end times, despite Plaintiff WILKINS performing work during those off the clock meal periods.
17 Upon submission of the time entries to managers, there were no other mechanisms in place for
18 Plaintiff WILKINS and the Class Members to ensure that their time records were accurate or not
19 modified or adjusted.

20 Defendants had the capacity and systems in place to pay Plaintiffs and the Class Members
21 on an hourly basis as non-exempt employees, and to provide them their required meal and rest
22 breaks, but they instead required Plaintiffs and the Class Members to work through meal and rest
23 breaks, due to their chronic understaffing and the rigorous work demands imposed on them by
24 Defendants' customers and managers.

25 Additionally, Defendants required Plaintiffs to carry their personal cellphone with them at
26 all times during their work shifts to conduct work-related activities and complete their ongoing job
27 duties, including when responding to work-related communications from customers, management
28 and co-workers. Thus, Plaintiffs remained under Defendants' control and worked more hours than

1 they was scheduled and paid for, including hours during their meal and rest breaks, which were
2 consistently interrupted or missed or otherwise shortened due to heavy work demands. Upon
3 information and belief, other Employees of the Class were subjected to the same policies and
4 practices uniformly applied and implemented by Defendants.

5 **b. Failure to pay wages and overtime.** Overtime hours were generally not
6 allowed, but Plaintiffs and the Class Members were often compelled to work many regular and
7 overtime hours off-the-clock and without compensation. Plaintiffs and the Class Members were
8 therefore not paid for all their hours worked at the required minimum, overtime, and double time
9 wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring them
10 to work off the clock and without pay. Defendants systematically miscalculated the underlying
11 regular rate for overtime and underpaid Plaintiffs and the Class Members by failing to include all
12 forms of remuneration received in the regular rate and neglecting to pay them at the required
13 overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours
14 over twelve in a day at the required double time rate.

15 Therefore, from at least four years prior to the filing of this lawsuit and continuing to the
16 present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
17 worked and failing to pay minimum wages for all time worked. Also, from at least four years prior
18 to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or
19 practice of failing to pay Employees overtime compensation at premium overtime rates for all hours
20 worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours
21 worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding
22 sections of IWC Wage Orders. To the extent Defendants paid any overtime premium wages for any
23 hours worked by Plaintiffs and the Class members, they failed to begin paying it when owed due to
24 pre and post-shift off-the-clock work.

25 **c. Failure to authorize and permit meal periods.** Defendants failed to provide
26 Plaintiffs and the Class Members with all legally required unpaid, off-duty meal periods, in violation
27 of the applicable Wage Orders and the Labor Code. At all relevant times, Defendants did not have
28 a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods

1 or which authorized and permitted all legally required paid, off-duty meal periods to Plaintiffs and
2 the Class Members.

3 Plaintiffs and the Class Members were non-exempt employees who regularly worked
4 shifts in excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite
5 this, they were often required to do so without receiving a lawful and timely meal break or were
6 required to take shortened meal and rest breaks, or none at all, in order to keep up with work
7 demands and job duties and job requirements and pressure placed upon them by Defendants'
8 management to meet certain sales quotas. As described above, Defendants required Plaintiffs and
9 the Class Members to perform off-the-clock work in a manner that would impact their timing and
10 ability to take meal periods, including requiring them to respond to work-related calls, inquiries, and
11 other demands during breaks. These practices resulted in further meal period violations.

12 Additionally, Defendants would interrupt Plaintiffs and the Class Members during their
13 meal periods in order to complete work tasks on time. To whatever extent there was ever a schedule
14 for meal periods, it went by the wayside quickly as there always seemed to be management and
15 work demands to attend to. This led to systematically late, interrupted, shortened, missed, or on-
16 duty meal periods. The excessive workloads, management expectations, and constant job demands
17 also contributed to Plaintiffs and the Class Members working through meal periods or not taking
18 them or taking them late so work could be accomplished or they were required to remain under
19 Defendants' control during meal periods. Upon information and belief, to whatever extent
20 Defendants attempt to rely upon alleged meal period waivers, they were either unenforceable and
21 invalid or were otherwise not agreed to by Plaintiffs and the Class members.

22 Therefore, Defendants maintained policies and procedures that resulted in systematic
23 meal period violations throughout Plaintiffs' employment. Defendants failed to provide Plaintiffs
24 and the Class Members with all legally required off-duty, unpaid meal periods when they worked
25 shifts of more than five hours and/or failed to pay meal period penalties for missed meal periods, as
26 required by the applicable Wage Order(s) and Labor Code. To the extent Defendants ever did pay
27 Plaintiffs a meal period premium, they failed to do so at the correct hourly rate of compensation by
28 miscalculating the regular rate and failing to include all forms of remuneration in it. Upon

1 information and belief, the other Class Members were subjected to similar unlawful policies and
2 practices and endured similar violations as Plaintiffs at Defendants' hands.

3 For at least four years prior to the filing of this action and continuing through to the
4 present, Plaintiffs and the Class Members were unable to take off duty meal breaks or were
5 otherwise not provided with the opportunity to take required breaks as required under the Labor
6 Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiffs
7 and the Class Members were provided with a meal period, it was often untimely, interrupted, or
8 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
9 Additionally, Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at
10 each Employee's effective regular rate of compensation for each meal period that Defendants failed
11 to provide or deficiently provided.

12 **d. Failure to authorize and permit rest periods.** Defendants failed to authorize
13 and permit Plaintiffs and the Class Members to take duty-free, net ten minute rest breaks for every
14 four hours of shift work, or major fraction thereof. Plaintiffs and the other similarly situated Class
15 Members were either not authorized permitted the opportunity to take a rest break or were required
16 to remain under Defendants' control and respond to calls and instructions from management and
17 job demands if and when they even attempted to take one. Upon information and belief, Defendants
18 thus also failed to authorize and permit employees to leave the premises during rest breaks,
19 evidencing Defendants' policy and practice of requiring Plaintiffs and the Class Members to remain
20 under their control during required off-duty rest break times.

21 Rest breaks were not scheduled, and during Plaintiffs' entire employment with
22 Defendants, Plaintiffs were permitted to take their rest breaks only when an unlikely break in their
23 work demands presented an opportunity. Therefore, Plaintiffs frequently had to skip out on their
24 legally entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to comply
25 with management quotas and job demands, despite being entitled to receive at least two paid, timely,
26 uninterrupted, and duty-free ten minute rest breaks during each of their work shifts.

27 Defendants' uniformly applied policies and practices thus resulted in untimely and
28 shortened or on-duty rest breaks if and when Plaintiffs attempted to take one. Plaintiffs and the Class

1 Members worked shifts of at least eight hours, which required at least two rest breaks, and
2 consistently worked shifts over ten hours, which required at least three rest breaks. Even on the
3 occasions when Defendants authorized and permitted Plaintiffs to take a first rest break, they were
4 often forced to skip out on a second and/or a third break, and those that were provided were often
5 late and generally interrupted by job duties and requirements.

6 During rest periods, employers must relieve employees of all duties and relinquish
7 control over how employees spend their time. Plaintiffs and the Class Members were and are under
8 Defendants' control when they are working through rest breaks and are unable to use their rest break
9 time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiffs
10 attempted to take one, the rest breaks were either impermissibly shortened or untimely meal and rest
11 breaks to Plaintiffs and the Class Members. Plaintiffs and the Employees in the Class were thus not
12 authorized and permitted to take lawful rest periods, were systematically required by Defendants to
13 work through or during breaks, and were not provided with one hour's wages in lieu thereof. They
14 were required to remain on-duty during breaks or portions of their breaks, thus making rest breaks
15 either untimely or shortened and on-duty, and they were also prevented from leaving the premises
16 and otherwise were required to remain under Defendants' control during rest breaks under
17 Defendants' uniformly applied policies and practices. Defendants also failed to pay Employees
18 "premium pay," i.e., one hour of wages at each Employee's effective regular rate for rest break
19 violations.

20 **e. Failure to timely furnish accurate itemized wage statements.** Defendants have
21 consistently failed to provide Plaintiffs and the Class Members with timely, accurate, and itemized
22 wage statements, in writing, as required by California wage-and-hour laws. More specifically,
23 Defendants also failed to provide Plaintiffs and the Class Members with complete and accurate wage
24 statements, as those provided failed to show, among other things, the correct wages owed for time
25 worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor
26 Code § 226 provides that every employer shall furnish each of his or her employees with an accurate
27 itemized wage statement in writing showing, among other things, gross wages earned and all
28 applicable hourly rates in effect during the pay period and the corresponding amount of time worked

1 at each hourly rate. The wage statements Defendants provided to Plaintiffs and the Class Members
2 failed to list or to accurately list the wage rates or the hours worked at those rates during the pay
3 period which led to the calculated pay listed by Defendants without any further detail. In addition
4 to derivative violations, Defendants also committed facial violations of Labor Code § 226 by
5 providing wage statements to Class Members that failed to show or otherwise list and comply with
6 the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9).

7 Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
8 reporting total hours worked and total wages earned by Plaintiffs and the Class Members, along
9 with the appropriate applicable rates, among other requirements. Defendants have also failed to
10 comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time
11 records showing when the employee begins and ends each work period, meal periods, and wages
12 earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage
13 statements all deductions from payment of wages and accurately reporting total hours worked.

14 **f. Violation of Labor Code § 204.** Defendants required Plaintiffs and the Class
15 Members to work off-the-clock without proper compensation, including time worked after clocking
16 out of shifts or during meal, rest, and/or recovery periods, thereby resulting in unlawful on-duty
17 meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work
18 performed during a work shift and a workweek, as alleged above. As a result, Defendants maintained
19 a uniform and consistent policy and practice of failing to timely pay all wages owed to Plaintiffs
20 and Class Members, in violation of California wage-and-hour laws, including Labor Code § 204. In
21 view of the above addressed violations, Defendants have also failed to pay all wages owed to
22 Plaintiffs and the Class members twice monthly in accordance with the requirements of Labor Code
23 § 204.

24 **g. Violation of Labor Code § 203.** Defendants have followed a uniform and
25 consistent policy of failing to pay all wages owed to Plaintiffs and other similarly situated
26 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
27 required by California wage-and-hour laws. In view of the above addressed violations, Defendants
28 have also failed to pay all wages owed to Plaintiffs and the Class members at termination in

1 accordance with the requirements of Labor Code §§ 201-203.

2 **h. Illegal wage deductions under Labor Code § 221.** Defendants have
3 consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees'
4 earned wages, including by the above described off-the-clock work and other wage violations,
5 including requiring on-duty work during unpaid meal breaks. Defendants have consistently and
6 unlawfully collected or received wages from Employees by not compensating Plaintiffs and the
7 Class Members for all hours worked, including on-duty meal periods they were required to endure
8 under Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by
9 and owed to Plaintiffs and the Class members, in violation of Labor Code § 221.

10 **i. Failure to reimburse necessary business expenses.** From at least four years
11 prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required
12 Plaintiffs and the Class Members to incur necessary business expenses in the course of performing
13 their required job duties without reimbursement. These expenses included the use of personal cell
14 phones for work-related activities, such as communications with management, as required by
15 Defendants. In addition, Plaintiff WILKINS was required to use her own personal vehicle to travel
16 between Defendants' jobsite to pick up customer orders. Plaintiff WILKINS was also required to
17 purchase work-related supplies, including office supplies, in furtherance of her job duties.
18 Moreover, Plaintiff WILKINS was required to purchase clothing and attire for work, such as work
19 appropriate dress shoes, pants, dress shirts, suit jackets, belts, and ties. Plaintiffs' wage statements
20 do not reflect reimbursements for these and other such necessary business expenses. Defendants
21 were required to reimburse Plaintiffs and the Class Members for all necessary work related
22 expenditures pursuant to Labor Code § 2802, but they systematically failed to do so.

23 **j. Violation of Business & Professions Code § 17200 et seq.** Through their
24 violations of the Labor Code and other unfair, unlawful, and fraudulent practices alleged in this
25 Complaint, Defendants have obtained and enjoyed benefits at the expense of Plaintiffs and the Class
26 Members. Thus, Plaintiffs and the Class Members seek injunctive relief, restitution, and
27 disgorgement of all such benefits pursuant to Business and Professions Code §§ 17200-17208.

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1 27. In light of the foregoing, Plaintiffs and the Employees in the Class bring this action
2 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4,
3 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5,
4 1199, and 2802, Business & Professions Code § 17200 *et seq.*, and California Code of Regulations,
5 Title 8, section 11000 *et seq.*

6 28. As the employers of Employees, Defendants, and each of them, exercised control
7 over the wages, hours or working conditions of Employees, created and implemented the policies
8 and practices that governed the employment of Plaintiffs and the Class Members and dictated their
9 job duties and responsibilities, or otherwise suffered or permitted Plaintiffs and the other Employee
10 Class Members to work, or engaged them, thereby creating a common law employment relationship
11 with the Employee Class Members. Therefore, Defendants, and each of them, employed or jointly
12 employed the Employee Class Members.

13 **CLASS ACTION ALLEGATIONS**

14 29. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is
15 one of a common or general interest, of many persons, or when the parties are numerous, and it is
16 impracticable to bring them all before the court, one or more may sue or defend for the benefit of
17 all.” Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

18 30. Plaintiffs seek to represent a Class (or “the Class” or “Class Members”) defined as
19 follows: “All individuals employed by Defendants at any time during the period of four (4) years
20 prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class
21 Period”), and who have been employed as non-exempt employees within the State of California.”
22 This includes those employed as stylists, assistant managers in training, and various related positions
23 in the field and in Defendants’ locations, other employees providing customer related services, and
24 those in similar and related positions. Further, Plaintiffs will seek to represent and certify the
25 putative Classes currently composed of and defined as follows:

26 a. Class 1. Minimum Wages Class. All Class members who were subjected to
27 Defendants’ policies and practices regarding the payment of minimum wages as specifically
28 described herein.

1 b. Class 2. Overtime Class. All Class members who were subjected to
2 Defendants' policies and practices regarding the payment of overtime wages as specifically
3 described herein.

4 c. Class 3. Meal Period Class. All Class members who were subjected to
5 Defendants' policies and practices regarding meal periods as specifically described herein

6 d. Class 4. Rest Period Class. All Class members who were subjected to
7 Defendants' policies and practices regarding paid rest periods as specifically described herein.

8 e. Class 5. Wage Statement Class. All Class members who were subjected to
9 Defendants' policies and practices regarding itemized wage statements as specifically described
10 herein.

11 f. Class 6. Failure to Timely Pay Class. All Class members who were subject to
12 Defendants' policy and practice of not timely paying all wages earned when they were due and
13 payable at least twice monthly.

14 g. Class 7. Termination Pay Class. All Class members who, within the applicable
15 limitations period, either voluntarily or involuntarily separated from their employment and were
16 subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

17 h. Class 8. Unauthorized Deductions from Wages Class. All Class members who
18 were subjected to Defendants' policies and practices regarding wage deductions as specifically
19 described herein.

20 i. Class 9. Expense Reimbursement Class. All Class members who were
21 subjected to Defendants' policies and practices regarding business expense reimbursement as
22 specifically described herein.

23 j. Class 10. UCL Class. All Class members who are owed restitution as a result
24 of Defendants' business acts and practices, to the extent such acts and practices are found to be
25 unlawful, deceptive, and/or unfair.

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1 31. **The Minimum Wage Class, Overtime Class, Meal Period Class, Rest Period**
2 **Class, Wage Statement Class, Failure to Timely Pay Class, Termination Pay Class,**
3 **Unauthorized Deductions from Wages Class, Expense Reimbursement Class, and UCL Class**
4 are herein collectively referred to as the “Classes.”

5 32. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or modify
6 the class descriptions with greater particularity or to provide further division into subclasses or
7 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
8 against Defendants, the Class Period should be adjusted accordingly.

9 33. This action has been brought and may properly be maintained as a class action under
10 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
11 interest in this litigation and the proposed Classes are easily ascertainable from the employment
12 records for Plaintiffs and the Class members that Defendants are required to maintain under
13 California law.

14 **A. Numerosity**

15 34. The potential quantity of members of the Class as defined are so numerous that
16 joinder of all the Class members is unfeasible and impracticable. The disposition of the claims of
17 the members of the Classes through this class action will benefit both the parties and this Court. The
18 precise quantity of the members of the Classes is unknown to Plaintiffs at this time. However,
19 Plaintiffs are informed and believe that Defendants employ or, during the time period relevant to
20 this lawsuit employed, at least hundreds of Employees who satisfy the Class definitions within the
21 State of California. Plaintiffs assert that the quantity and identity of such membership is readily
22 ascertainable via inspection of Defendants’ employment records.

23 **B. Commonality**

24 35. There are common question of law and fact as to the members of the Classes which
25 predominate over any questions affecting only individual members of the Classes. The common
26 questions are numerous and substantial and flow from Defendants’ uniform policies and/or practices
27 of violating the California Labor Code addressed above. As such, these common questions
28 predominate over individual questions concerning each individual Class Member’s showing as to

1 his or her eligibility for recovery or as to the amount of damages. These common questions of law
2 and fact include:

- 3 a. Whether Defendants failed to pay Employees minimum wages, including for all
4 hours worked;
- 5 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 6 c. Whether Defendants failed to pay Employees overtime as required under Labor
7 Code § 510;
- 8 d. Whether Defendants violated Labor Code § 1194 by failing to compensate all
9 Employees during the relevant time period for all hours worked, whether regular
10 or overtime;
- 11 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
12 IWC Wage Orders, by failing to provide Employees with requisite meal periods
13 or premium pay in lieu thereof;
- 14 f. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
15 Orders, by failing to authorize and permit Employees to take requisite rest breaks
16 or cooldown periods or provide premium pay in lieu thereof;
- 17 g. Whether Defendants' conduct was willful;
- 18 h. Whether Defendants violated Labor Code § 226(a) by providing Employees with
19 inaccurate wage statements and wage statements that omitted many of the Section
20 226(a) requirements;
- 21 i. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
22 wages earned at least twice monthly;
- 23 j. Whether Defendants violated Labor Code §§ 201-203 by failing to pay wages and
24 compensation due and owing at the time of termination of employment;
- 25 k. Whether Defendants violated Labor Code § 221;
- 26 l. Whether Defendants violated Labor Code § 2802 by failing to reimburse
27 necessary business expenses incurred by Employees;
- 28 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

- n. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*;
- o. Whether the members of the Classes are entitled to injunctive relief;
- p. Whether the members of the Classes are entitled to restitution;
- q. Whether Defendants are liable for attorneys' fees and costs; and
- r. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

C. Typicality

36. The claims of the named Plaintiffs are typical of the claims of all members of the Classes they seeks to represent because all members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiffs' claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break violations that he was required to endure are typical of those of the other members of the Classes.

D. Adequacy of Representation

37. Plaintiffs are adequate representatives of the Classes they seek to represent, will fairly and adequately protect the interests of the members of the Classes, have no interests antagonistic to those members, and will vigorously prosecute this action through attorneys who are competent, skilled, and experienced in litigating matters of this type.

E. Superiority of Class Action

38. The nature of this action and the nature of the laws available to Plaintiffs make the class action format particularly efficient and the appropriate procedural mechanism to afford relief for the wrongs alleged herein. California has a strong public policy favoring the use of the class action device, especially where it promotes judicial economy and access to justice.

39. By allowing the claims of many individuals to be resolved in a single proceeding, a class action eliminates the possibility of repetitious litigation and provides a meaningful method of redress for claimants whose individual damages may be too small to justify separate lawsuits. This case involves large corporate Defendants and numerous individual Class members asserting

1 relatively small claims that arise from common questions of law and fact.

2 40. If each member of the Classes was required to file an individual lawsuit, Defendants
3 would gain an unconscionable advantage because Defendants would be able to exploit their vastly
4 superior financial and legal resources and overwhelm the limited resources of each individual
5 member of the Classes. Requiring each member of the Classes to pursue an individual remedy would
6 also discourage the assertion of lawful claims by members of the Classes who would be disinclined
7 to pursue a lawsuit against Defendants because of an appreciable and justifiable fear of retaliation
8 and permanent harm to their lives, careers, and well-being.

9 41. The proof of Defendants' common business practices and uniform factual patterns
10 experienced by the members of the Classes is representative of the Classes and will establish each
11 Class member's right to recover on the causes of action alleged herein.

12 42. Absent class treatment, the prosecution of separate actions would create a substantial
13 risk of duplicative proceedings in which individual plaintiffs would present the same or similar
14 arguments, evidence, and expert testimony. It would also result in a multiplicity of trials at enormous
15 expense both the parties and the judicial system, as well as inconsistent or varying adjudications
16 with respect to individual members of the Classes against Defendants. Moreover, it could lead to
17 incompatible standards of conduct for Defendants, and conflicting legal determinations with
18 respects to individual members of the Classes, which would, as a practical matter, be dispositive the
19 interest of the other members of the Classes who are not parties to the adjudications or which would
20 substantially impair or impede the ability of the members of the Classes to protect their interests.

21 43. Moreover, the individual claims of the members of the Classes are not sufficiently
22 large enough to warrant vigorous individual prosecution when considering all of the concomitant
23 costs and expenses attendant thereto. Courts routinely fashion methods to manage individual
24 questions when seeking to preserve efficiencies and other benefits of class actions. Nevertheless,
25 the Supreme Court of California has expressly urged trial courts to employ innovative procedural
26 tools to certify and manage class actions, consistent with their obligation to ensure that such actions
27 remain fair, efficient, and manageable.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(On Behalf of the Minimum Wage Class)**

5 **(Against All Defendants)**

6 44. Plaintiffs incorporate by reference and reallege each and every one of the allegations
7 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

8 45. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in
9 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
10 the rate of no less than one and one-half times the regular rate of pay for any employee.”

11 46. Labor Code § 1182.12 provides the statewide minimum wage in California.

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

17 48. Further, under Labor Code § 1197, payment of less than the minimum wage fixed by
18 the Labor Commission is unlawful.

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

21 50. Under the IWC Wage Order(s), Defendants are required to pay the members of the
22 Minimum Wage Class for all hours worked, meaning the time during which an employee is subject
23 to the control of an employer, including all the time the employee is suffered or permitted to work,
24 whether or not required to do so.

25 51. Defendants, as a matter of established company policy and procedures, and at each
26 and every job site and facility owned and/or operated by Defendants, consistently administered
27 uniform company-wide pay policies and practices applicable to the members of the Minimum Wage
28 Class, including, but not limited to, the following:

- a. Requiring the members of the Minimum Wage Class to engage in off-the-clock work before being allowed to clock in for the start of their shifts;
- b. Requiring the members of the Minimum Wage Class to engage in off-the-clock work-related tasks after clocking out for the end of their shifts; and
- c. Requiring the members of the Minimum Wage Class to use their personal mobile devices for work-related tasks, including before and/or after their shifts.

52. As such, Defendants scheduled to work and/or required the members of the Minimum Wage Class to work without paying for all time they were under Defendants' control. Because Defendants required the members of the Wage Class to remain under Defendants' control without paying therefore, this resulted in the members of the Wage Class earning less than the legal minimum wage in the State of California.

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

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

55. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage Class seek recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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

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

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

5 **SECOND CAUSE OF ACTION**
6 **FAILURE TO PAY OVERTIME WAGES**
7 **(On Behalf of the Overtime Class)**
8 **(Against All Defendants)**

9 59. Plaintiffs incorporate by reference and reallege each and every one of the allegations
10 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

14 61. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for a lesser
15 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
16 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
17 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
18 attorney's fees, and costs of suit."

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

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

- 23 a. Administered a uniform company policy and practice as to the pay policies
24 regarding Plaintiffs and the members of the Overtime Class; and
25 b. Scheduled to work and in fact required Plaintiffs and the members of the
26 Overtime Class to work in excess of eight hours per workday and/or in excess of
27 40 hours per workweek without paying overtime compensation for all hours they
28 were under Defendants' control.

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

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

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

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

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS

(On Behalf of the Meal Period Class)

(Against All Defendants)

68. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

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

1 mutual consent of the employer and the employee only if the first meal period was not waived.”

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

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

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

15 74. On one or more occasions, the members of the Meal Period Class worked over five
16 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30 minutes
17 prior to exceeding five hours of employment. Further, the members of the Meal Period Class did
18 not validly or legally waive their meal periods, by mutual consent with Defendants or otherwise.
19 Additionally, the members of the Meal Period Class did not enter into any written agreement with
20 Defendants agreeing to an on-duty paid meal period.

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

25 76. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which
26 states “If an employer fails to provide an employee a meal or rest or recovery period in accordance
27 with a state law, including, but not limited to, an applicable statute or applicable regulation, standard,
28 or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards

1 Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one
2 additional hour of pay at the employee's regular rate of compensation for each workday that the
3 meal or rest or recovery period is not provided.,” Plaintiffs and the members of the Meal Period
4 Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee’s
5 regular rate of compensation for each work day that the meal period was not provided, in a sum to
6 be proven at trial.

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

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

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

12 **(Against All Defendants)**

13 78. Plaintiffs incorporate by reference and reallege each and every one of the allegations
14 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

15 79. Labor Code § 226.7(b) provides, “An employer shall not require an employee to
16 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
17 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
18 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

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

22 81. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize
23 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of
24 each work period. The authorized rest period time shall be based on the total hours worked daily at
25 the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a
26 rest period need not be authorized for employees whose total daily work time is less than three and
27 one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there
28 shall be no deduction from wages.”

1 82. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269, the California
2 Supreme Court held that “during rest periods employers must relieve employees of all duties and
3 relinquish control over how employees spend their time.” The court further noted that employees
4 must be free to “[take a] brief walk,” or “take care of other personal matters...” (*Id.* at p. 270.)

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

9 84. The members of the Rest Period Class sometimes worked over four hours per shift.
10 Further, the members of the Rest Period Class sometimes worked over six hours per shift and in
11 some cases over 10 hours per shift.

12 85. The members of the Rest Period Class are entitled to a rest period of not less than 10
13 minutes for every four hours of work or major fraction thereof.

14 86. As a matter of Defendants’ established company policy, Defendants failed to always
15 authorize and permit legally compliant rest periods. Defendants did not authorize and permit rest
16 periods for shifts every four hours or major fraction thereof, failed to relinquish control over how
17 employees spent their break time, required the members of the Rest Period Class to carry personal
18 cellphones, prevented the members of the Rest Period Class from taking uninterrupted rest periods,
19 exerted coercion against the taking of legally protected breaks, and/or forbid members of the Rest
20 Period Class from leaving Defendants’ facilities.

21 87. Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) instructs that “if
22 an employer fails to provide an employee a meal or rest period in accordance with an applicable
23 order of the Industrial Welfare Commission, the employer shall pay the employee one additional
24 hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest
25 period is not provided,” the members of the Rest Period Class are entitled to damages in an amount
26 equal to one (1) additional hour of pay at each employee’s regular rate of compensation for each
27 work day that one or more rest periods were not so provided.

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

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

5 **(On Behalf of the Wage Statement Class)**

6 **(Against All Defendants)**

7 89. Plaintiffs incorporate by reference and reallege each and every one of the allegations
8 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

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

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

27 93. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
28 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Wage

1 Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2)
2 total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all applicable
3 hourly rates in effect during each respective pay period and the corresponding number of hours
4 worked at each hourly rate by each respective individual.

5 94. As set forth herein in prior causes of action, Defendants failed to pay the members
6 of the Wage Statement Class all wages due and owing.

7 95. As a result of this failure to pay wages and as a pattern and practice in violation of
8 Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants knowingly and intentionally
9 failed to furnish accurate wage statements to the members of the Wage Statement Class, including,
10 but not limited to, failing to provide the beginning and ending of each work period, meal period
11 interval, total daily hours worked, total hours worked per pay period, and the applicable rates of pay.

12 96. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
13 employee suffers injury if the employer fails to provide accurate and complete information as
14 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
15 promptly and easily ascertain requisite information without reference to other documents or
16 information. Here, the members of Wage Statement Class suffered injury because, due to
17 Defendants' failure to pay all wages due and owing, Defendants failed to provide accurate and
18 complete information as required by one or more items listed in Labor Code § 226(a)(1)-(9).

19 97. In addition, the members of the Wage Statement Class have suffered injury as a result
20 of Defendants' failure to maintain accurate records for the members of the Wage Statement Class
21 in that the members of the Wage Statement Class were not timely provided written accurate itemized
22 statements showing all requisite information, including but not limited to total hours worked by the
23 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and
25 the IWC Wage Orders § 7(A), such that the members of the Wage Statement Class were misled by
26 Defendants as to the correct information regarding various items, including but not limited to total
27 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the
28 pay period and the corresponding number of hours worked at each hourly rate.

1 98. The actual injuries suffered by the members of the Wage Statement Class as a result
2 of Defendants' knowing and intentional failure to provide accurate records for the members of the
3 Wage Statement Class include but are not limited to:

- 4 a. Confusion over whether they received all wages owed them by Defendants;
5 b. The difficulty and expense of attempting to reconstruct time and pay records;
6 c. Being forced to engage in mathematical computations to analyze whether
7 Defendants' wages in fact compensated for all hours worked;
8 d. The inability to accurately calculate wage rates complicated by the fact that wage
9 statement information required by Labor Code § 226 is missing;
10 e. That such practice prevents the members of the Wage Statement Class from being
11 able to effectively challenge information on their wage statements; and/or
12 f. The difficulty and expense of filing and maintaining this lawsuit, and the
13 discovery required to collect and analyze the very information that California law
14 requires.

15 99. Under Labor Code § 226(e), the members of the Wage Statement Class are entitled
16 to \$50.00 per employee for the initial pay period in which a violation hereunder occurs and \$100.00
17 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of
18 \$4,000.00.

19 100. Under Labor Code § 226(g), the currently employed members of the Wage Statement
20 Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226.

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

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SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(On Behalf of the Failure to Timely Pay Class)
(Against All Defendants)

102. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

103. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.”

104. As detailed above, Defendants maintained a consistently applied policy and practice of not paying the members of the Failure to Timely Pay Class all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Furthermore, Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period pursuant to Labor Code § 204(d).

105. Defendants had a consistent and uniform policy, practice, and procedure of failing to comply with Labor Code § 204 with regard to Plaintiffs and the members of the Failure to Timely Pay Class. Thus Plaintiffs and the members of the Failure to Timely Pay Class are entitled to recovery under Labor Code §§ 204 and/or 210.

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SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(On Behalf of the Termination Pay Class)
(Against All Defendants)

106. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

107. Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to 30 days from the due date thereof, until paid or until an action therefor is commenced.

108. The members of the Termination Pay Class are no longer employed by Defendants as they were either fired from or quit Defendants' employ.

109. Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to pay the earned wages of Defendants' former employees, as set forth above, according to amendment or proof.

110. As set forth above, Defendants willfully failed to pay the members of the Termination Pay Class their entire wages due and owing at the time of their termination or within seventy-two hours of their resignation and failed to pay those sums for up to 30 days thereafter.

111. Defendants' willful failure to pay wages to the members of the Termination Pay Class violates Labor Code § 203 because Defendants knew or should have known wages were due to the members of the Termination Pay Class, as set forth above, but Defendants failed to pay them.

112. Thus, the members of the Termination Pay Class are entitled to recovery under Labor Code § 203.

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EIGHTH CAUSE OF ACTION
ILLEGAL WAGE DEDUCTIONS UNDER LABOR CODE § 221
(On Behalf of the Unauthorized Deduction Class)
(Against All Defendants)

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

114. Labor Code § 221 states “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

115. As a matter of Defendants’ established company policy, Defendants willfully and intentionally made deductions from the wages of the members of the Unauthorized Deduction Class during the appropriate time period, including but not limited to deductions from requiring off-the-clock work, as well as understating the hours worked by Employees, and by not lawfully providing meal periods and rest periods, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by the members of the Unauthorized Deduction Class, as addressed in detail above.

116. By not compensating Employees for all hours worked, and by failing to compensate them at the required regular and overtime rates of pay, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

117. As a direct and proximate result of Defendants’ improper wage deductions, the members of the Unauthorized Deduction Class have been damaged in an amount according to proof at the time of trial.

118. The members of the Unauthorized Deduction Class seek reimbursement of such illegal wage deductions. Further, the members of the Unauthorized Deduction Class are entitled to recover from Defendants the full amount of all illegal wage deductions, plus penalties, interest, reasonable attorneys’ fees and costs of suit.

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NINTH CAUSE OF ACTION
FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES
(On Behalf of the Expense Reimbursement Class)
(Against All Defendants)

119. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

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

122. As a matter of Defendants’ established company policy, Defendants required the members of the Expense Reimbursement Class to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to the use of personal cell phones for work-related activities, such as communications with management, as required by Defendants. In addition, Plaintiff WILKINS was required to use her own personal vehicle to travel between Defendants’ jobsite to pick up customer orders. Plaintiff WILKINS was also required to purchase work-related supplies, including office supplies, in furtherance of her job duties. Moreover, Plaintiff WILKINS was required to purchase clothing and attire for work, such as work appropriate dress shoes, pants, dress shirts, suit jackets, belts, and ties. Defendants are legally required to reimburse the members of the Expense Reimbursement Class for all necessary expenditures.

123. Defendants failed to fully and reasonably reimburse the members of the Expense Reimbursement Class for all necessary expenditures, including but not limited to the aforementioned expenditures.

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124. As a proximate result of the aforementioned violations of Labor Code § 2802(a), the members of the Expense Reimbursement Class have been damaged and are entitled to recovery from Defendants of the unpaid balance for all necessary expenditures, including but not limited to the aforementioned expenditures, in an amount according to proof at the time of trial.

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

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

TENTH CAUSE OF ACTION

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

(On Behalf of the UCL Class)

(Against All Defendants)

127. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

128. Business & Professions Code § 17200 provides, in pertinent part, “unfair competition shall mean and include any unlawful, unfair or fraudulent business act.” Defendants have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by Business & Professions Code § 17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving the members of the UCL Class of the minimum working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

129. Business & Professions Code § 17204 provides that an action for any relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

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

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

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

133. Plaintiffs have suffered injury in fact and has lost money or property as a result of such unfair competition.

134. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the unfair practices complained of herein. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will continue to practice, employ, and utilize the employment practices outlined in the preceding paragraphs.

135. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct. Furthermore, Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

ELEVENTH CAUSE OF ACTION
PENALTIES UNDER LABOR CODE § 2699
(On Behalf of the Aggrieved Employees)
(Against All Defendants)

136. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

137. Plaintiffs and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period. As such, Plaintiffs and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,

1 including the penalty provisions, without limitation, based, *inter alia*, on the following California
2 Labor Code sections: 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 510, 511,
3 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2802, and 2698 *et*
4 *seq.*, including as follows:

5 (a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees
6 all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
7 premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and
8 paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and
9 statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198,
10 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code §
11 2699(g)(1);

12 (b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the
13 Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit
14 them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof,
15 under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable
16 IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including
17 under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7,
18 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and
19 costs pursuant to Labor Code § 2699(g)(1);

20 (c) Inaccurate Wage Statements: For failure to provide Plaintiffs and the
21 Aggrieved Employees with accurate, itemized wage statements under Labor Code §§ 226, 1174,
22 and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all
23 civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3,
24 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also
25 for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing
26 inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a),
27 Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3,
28 which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount

1 of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand
2 dollars (\$1,000) per employee for each violation in a subsequent citation, ...”;

3 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed,
4 including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201,
5 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor
6 Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the
7 applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code §
8 2699(g)(1);

9 (e) Unlawful Deductions and Failure to Reimburse Business Expenses: For
10 Defendants’ unlawful deductions from wages and for Defendants’ failure to reimburse the necessary
11 work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and
12 Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available
13 and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and
14 paragraph 9 and 20 of the IWC Wage Orders, and also attorneys’ fees and costs pursuant to Labor
15 Code § 2699(g)(1); and

16 (f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For
17 Labor Code §§ 212, 2810.5, and any above addressed violation of the applicable provisions of the
18 Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code
19 § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
20 paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to
21 Labor Code § 2699(g)(1).

22 138. In addition, Plaintiffs seeks and is entitled to 65% of all penalties obtained under
23 Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about
24 their rights and responsibilities under the Labor Code, and 35% to Plaintiffs and all other similarly
25 situated aggrieved employees.

26 139. Plaintiff RAMIREZ has exhausted his administrative remedies by submitting a
27 certified letter to the LWDA and Defendants on May 11, 2026 (LWDA-CM-1176546-26)
28 addressing in detail the specific provisions of the Labor Code Defendants have violated and

1 addressing the facts and legal theories to support the alleged violations and requested penalties. The
2 LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar
3 days of the postmark date of the letter, and Plaintiffs add this claim seeking penalties under the
4 PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.
5 Plaintiff WILKINS has also submitted a certified letter to the LWDA and Defendants that has been
6 assigned LWDA Case No. (LWDA-CM-1187007-26).

7 140. Further, as of June 13, 2026 (33 calendar days after Plaintiff's LWDA letter was
8 mailed to Defendants via certified mail), Plaintiff RAMIREZ has not received from Defendants
9 written notice by certified mail that the alleged violations have been cured, including a description
10 of the actions taken. As such, Plaintiff RAMIREZ has complied with Labor Code § 2699.3(c) and
11 are authorized to commence a civil action that includes a cause of action under Labor Code § 2699.

12 141. As also addressed above, Plaintiffs, on behalf of the Aggrieved Employees, also seek
13 the penalties and remedies set forth in Labor Code § 558, which states:

14 (a) Any employer or other person acting on behalf of an employer who violates,
15 or causes to be violated, a section of this chapter or any provision regulating hours and days of work
16 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
17 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
18 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
19 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
20 pay period for which the employee was underpaid in addition to an amount sufficient to recover
21 underpaid wages...

22 (b) If upon inspection or investigation the Labor Commissioner determines that
23 a person had paid or caused to be paid a wage for overtime work in violation of any provision of
24 this chapter, or any provision regulating hours and days of work in any order of the Industrial
25 Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing,
26 contesting, and enforcing judgments for citations or civil penalties issued by the Labor
27 Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

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1 (c) The civil penalties provided for in this section are in addition to any other
2 civil or criminal penalty provided by law.

3 **RELIEF REQUESTED**

4 WHEREFORE, Plaintiffs pray for the following relief:

5 1. For the Court to issue an Order certifying the Classes herein, appointing the named
6 Plaintiffs as representative of all others similarly situated, and appointing all law firms representing
7 all named Plaintiffs as counsel for the members of the Classes;

8 2. As to the First Cause of Action for Failure to pay minimum wages: For recovery of
9 compensatory damages for all unpaid minimum wages due and owing at the appropriate rate for all
10 work performed; and liquidated damages as authorized by Labor Code § 1194.2(a), from at least
11 four (4) years prior to the filing of this action, according to proof;

12 3. As to the Second Cause of Action for Failure to pay wages and overtime: For
13 recovery of compensatory damages of all unpaid overtime and double-time due and owing at the
14 appropriate rates for all worked performed from at least four (4) years prior to the filing of this
15 action, according to proof;

16 4. As to the Third Cause of Action for Failure to authorize and permit meal periods:
17 For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period
18 Class for each workday that a meal period was not provided, pursuant to Labor Code § 226.7 and
19 applicable Wage Orders;

20 5. As to the Fourth Cause of Action for Failure to authorize and permit rest periods: For
21 one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class
22 for each workday that a rest period was not provided, pursuant to Labor Code § 226.7 and applicable
23 Wage Orders;

24 6. As to the Fifth Cause of Action for Failure to timely furnish accurate itemized wage
25 statements: For recovery of statutory penalties as authorized by Labor Code § 226(e);

26 7. As to the Sixth Cause of Action for Violation of Labor Code § 204: For recovery of
27 statutory damages as authorized by Labor Code §§ 204 and/or 210;

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1 8. As to the Seventh Cause of Action for Violation of Labor Code § 203: For recovery
2 of waiting time penalties for all former Employees of the Termination Class as authorized by Labor
3 Code § 203;

4 9. As to the Eighth Cause of Action for Illegal wage deductions under Labor Code §
5 221: For restitution and damages of all wages unlawfully withheld or deducted in; and applicable
6 penalties under Labor Code § 225.5;

7 10. As to the Ninth Cause of Action for Failure to reimburse necessary business
8 expenses: For restitution of the unpaid balance for all necessary expenditures and losses incurred in
9 direct consequence of the discharge of Defendants' duties; and interest thereon at the same rate as
10 judgments in civil actions, accruing from the date on which each member of the Reimbursements
11 Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);

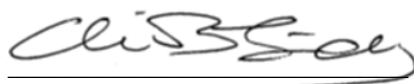
12 11. As to the Tenth Cause of Action for Violation of Business & Professions Code §
13 17200 et seq.: For an accounting, under administration of Plaintiffs and/or the receiver and subject
14 to Court review, to determine the amount to be returned by Defendants, and the amounts to be
15 refunded to members of the Classes who are owed monies by Defendants; an order requiring
16 Defendants to identify each of the members of the Classes by name, home address, home telephone
17 number and, if available, email address; an order requiring Defendants to make full restitution and
18 payment under California law; an order for a preliminary and/or permanent injunction prohibiting
19 Defendants from engaging in the acts complained of herein; the creation of an administrative process
20 wherein each injured member of the Classes may submit a claim in order to receive his/her money;
21 and all other appropriate injunctive, declaratory and equitable relief;

22 12. As to the Eleventh Cause of Action for Penalties Under Labor Code § 2699: As
23 applicable, for civil penalties under Labor code § 2699(f), in addition to and entirely independent
24 and apart from penalties in Labor Code and for Labor Code violations with or without a specific
25 civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation,
26 and/or \$200 for each aggrieved employee per pay period for each violation that arises from any
27 policy or practice that the LWDA or any court has determined was unlawful, and/or each malicious,
28 fraudulent, or oppressive violation;

1 13. As to All Causes of Action: For an award of reasonable attorneys' fees and costs
2 incurred; pre-judgement and post-judgment interest, and such other and further relief as this Court
3 may deem just and proper.

4
5 DATED: July 16, 2026

D.LAW, INC.

6
7 By 

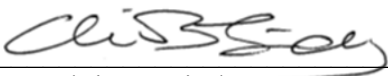
Alvin B. Lindsay
William Tran
Attorneys for Plaintiffs ARIAN
ARAGON RAMIREZ. TAYOMI
WILKINS and all others similarly
situated

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs ARIAN ARAGON RAMIREZ and TAYOMI WILKINS hereby demand trial of
3 their claims by jury to the extent authorized by law.

4
5 DATED: July 16, 2026

D.LAW, INC.

6
7 By 

Alvin B. Lindsay

William Tran

8 Attorneys for Plaintiffs ARIAN
9 ARAGON RAMIREZ, TAYOMI
10 WILKINS, and all others similarly
11 situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is: 250 N Madison Avenue, 2nd Floor, Pasadena, CA 91101.

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[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

California. 
Sasha Zambrano