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Attorneys for Plaintiff,
STEVE BINGHAM

ELECTRONICALLY FILED
Superior Court of California
County of Ventura

08/21/2026

K. Bieker
Executive Officer and Clerk

By:  Deputy Clerk
Ashley Pekarek

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

STEVE BINGHAM, an individual, and on
behalf of all aggrieved employees

Plaintiff,

vs.

DOLLAR TREE STORES, INC., a Virginia
corporation; and DOES 1 through 50 inclusive

Defendant.

Case No. 2026CUOE071849

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF;
ENFORCEMENT ACTION UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ:**

**1. CIVIL PENALTIES FOR
VIOLATIONS OF THE
CALIFORNIA LABOR CODE,
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT
(Lab. Code, §§ 2698, et seq.)**

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the named Plaintiff and his counsel. Each allegation has evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity for further investigation and discovery.

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1 I.

2 **JURISDICTION AND VENUE**

3 1. The Court has jurisdiction over this Complaint under Code of Civil
4 Procedure section 410.10. Plaintiff brings this complaint on his own behalf, on behalf of all
5 aggrieved employees, and the State of California.

6 2. Venue is proper in the court under Code of Civil Procedure sections 395 and
7 395.5 because the claims made, and the Labor Code violations as against the persons
8 identified herein, occurred in the County of Los Angeles. Further, each of the Defendants
9 operated their businesses in the County of Los Angeles.

10 3. The Private Attorney Generals Act (“PAGA”) authorizes aggrieved
11 employees to sue directly as the proxy of the State of California for civil penalties for
12 violations of various provisions in the California Labor Code.

13 II.

14 **THE PARTIES**

15 **PLAINTIFF**

16 4. STEVE BINGHAM (referred to as “PLAINTIFF”) is, and at all material
17 times mentioned was:

- 18 (a) An individual who resides in the County of Los Angeles, California;
- 19 (b) Employed by DOLLAR TREE STORES, INC., a Virginia
20 corporation, from on or about April, 2017 to on or about April 11,
21 2026, as a “Store Manager”;
- 22 (c) Was misclassified as an “exempt” employee;
- 23 (d) Was not properly paid overtime wages for hours worked;
- 24 (e) Was not properly paid minimum wages for hours worked;
- 25 (f) Did not receive compliant meal periods or meal-period premiums;
- 26 (g) Did not receive compliant rest periods or rest-period premiums;
- 27 (h) Did not receive accurate itemized wage statements;
- 28 (i) Was not reimbursed for business expenses that he paid;

- 1 (j) When terminated from his employment, was not paid for overtime
2 wages owed, minimum wages owed, meal period wages owed, and
3 rest period wages owed within the time limits prescribed by Labor
4 Code section 201.

5 **DEFENDANTS**

6 5. PLAINTIFF is informed and believes, and based upon that information and
7 belief alleges, that DOLLAR TREE STORES, INC., (referred to as “DEFENDANT”) is,
8 and at all times mentioned was:

- 9 (a) A Virginia corporation authorized to conduct business, and actually
10 conducting business, in Los Angeles County, California;
11 (b) The former employer of PLAINTIFF, controlling PLAINTIFF’S
12 wages, hours, working conditions, and how PLAINTIFF was paid;
13 (c) Failed to properly pay PLAINTIFF overtime pay, minimum wages,
14 for missed meal periods, for missed rest periods, failed to provide
15 PLAINTIFF with accurate itemized wage statements, failed to
16 reimburse business expenses incurred by PLAINTIFF in his course
17 and scope of employment, and failed to pay PLAINTIFF for wages
18 due upon termination. Each of these transgressions violated the CAL.
19 LAB. CODE.

20 6. DOLLAR TREE STORES, INC., and DOES 1 through 50 are referred to as
21 “DEFENDANTS” throughout this Complaint.

22 7. The true names and capacities, whether individual, corporate, subsidiary,
23 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are
24 unknown to the PLAINTIFF, who therefore sues these Defendants by those fictitious names
25 under Cal. Civ. Proc. § 474. PLAINTIFF will seek leave to amend the Complaint to allege
26 the true names and capacities of DOES 1 through 50, inclusive, when they are ascertained.

27 8. PLAINTIFF is informed and believes, and based upon that information and
28 belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities

1 which reside in, or are otherwise doing business in the State of California. Each of the
2 Defendant DOES 1 through 50 was the managerial agent, employee, predecessor,
3 successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of
4 the other Defendants named herein, and acted with permission, authorization and/or
5 ratification and consent of other Defendants.

6 9. PLAINTIFF is informed and believes, and based upon that information and
7 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
8 inclusive, are responsible in some manner for one or more of the events and happenings
9 that proximately caused the injuries and damages hereinafter alleged.

10 10. PLAINTIFF is informed and believes, and based upon that information and
11 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
12 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
13 employees of each of the other Defendants, and that each Defendant was acting within the
14 course of scope of his, hers, or its authority as the agent, servant and/or employee of each
15 of the other Defendants. Consequently, all the Defendants are jointly and severally liable to
16 PLAINTIFF, and all aggrieved employees for their damages sustained as a proximate result
17 of Defendants' conduct.

18 11. PLAINTIFF is informed and believes, and based upon that information and
19 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
20 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
21 themselves and entered into a combination and systemized campaign of activity to inter alia
22 damage PLAINTIFF, and all aggrieved employees and to otherwise consciously and/or
23 recklessly act in derogation of PLAINTIFF's, and all aggrieved employees' rights, and the
24 trust reposed by PLAINTIFF, and all aggrieved employees in each of the Defendants, the
25 acts being negligently and/or intentionally inflicted. Their conspiracy, and Defendants'
26 concerted actions, were such that, to PLAINTIFF's information and belief, and to all
27 appearances, Defendants represented a unified body so that the actions of one Defendant
28 were accomplished in concert with, and with the knowledge, ratification, authorization and

1 approval of each of the other Defendants.

2 **ALTER-EGO ALLEGATIONS**

3 12. PLAINTIFF is informed and believes, and based upon that information and
4 belief alleges, that:

5 (a) DOLLAR TREE STORES, INC., and DOES 1 through 50, are, and at all
6 relevant times were, mere shells without capital, assets, stock or stockholders;

7 (b) Defendants DOLLAR TREE STORES, INC., and DOES 1 through 50 are,
8 and at all relevant times were, the alter ego of Defendants DOES 1 through 50, inclusive,
9 and each of them, who were the controlling shareholders, officers, and directors of
10 DOLLAR TREE STORES, INC., and DOES 1 through 50;

11 (c) There is, and at all relevant times was, a unity of interest and/or ownership
12 between all of these Defendants so that any individuality or separateness between them has
13 ceased to exist in that DOLLAR TREE STORES, INC., and DOES 1 through 50, inclusive
14 were and are under their control and domination; and

15 (d) DOLLAR TREE STORES, INC., and DOES 1 through 50, inclusive are, and
16 at all relevant times were, completely controlled, dominated, managed and operated by
17 Defendants DOES 1 through 50, inclusive, and each of them, so that DOLLAR TREE
18 STORES, INC., and DOES 1 through 50 were mere shells, instrumentalities, and/or
19 conduits through which each of these Defendants conducted some or all of their/its
20 business. Adherence to the fiction of the separate existence of DOLLAR TREE STORES,
21 INC., and DOES 1 through 50, inclusive as entities distinct from Defendants DOES 1
22 through 50, inclusive, or any of them, would permit an abuse of the corporate privilege and
23 sanction fraud or promote injustice in that, among other things, it would enable each of
24 these Defendants to avoid liability and to defraud his, her, or its creditors, the effect of
25 which would be to render each Defendant financially unable to respond to a monetary
26 judgment awarded against each or any of them in the action.

13. PLAINTIFF and all persons employed by DEFENDANTS in California who received at least one wage statement from DEFENDANTS are “aggrieved employees” as defined by Cal. Lab. Code § 2699 in that they are all current or former employees of DEFENDANTS, and one or more of the alleged violations was committed against them.

III.

PAGA REPRESENTATIVE ALLEGATIONS

14. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in Labor Code section 2699.3.

15. PAGA defines an “aggrieved employee” in Labor Code section 2699, subdivision (c) as “any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.”

16. PLAINTIFF and other current and former employees of DEFENDANTS are “aggrieved employees” as defined by Labor Code section 2699, subdivision (c) in that they are all Defendants’ current or former employees and one or more of the alleged violations were committed against them.

17. On June 15, 2026, PLAINTIFF provided written notice by online filing to the LWDA, by Certified Mail to DOLLAR TREE STORES, INC., of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with Labor Code section 2699.3.

PLAINTIFF's notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff's notice and assigned Plaintiff PAGA Case Number LWDA-CM-1184398-26.

18. PLAINTIFF has satisfied the administrative prerequisites under Labor Code sections 2699.3, subdivision (a) and 2699.3, subdivision (c) to recover civil penalties

1 against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7,
2 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802.

3 19. Labor Code section 558, subdivision (a) provides, “Any employer or other
4 person acting on behalf of an employer who violates, or causes to be violated, a section of
5 this chapter or any provision regulating hours and days of work in any order of the
6 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any
7 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
8 which the employee was underpaid....(2) For each subsequent violation, one hundred
9 dollars (\$100) for each underpaid employee for each pay period for which the employee
10 was underpaid....” Labor Code section 558, subdivision (d) provides, “The civil penalties
11 provided for in this section are in addition to any other civil or criminal penalty provided
12 by law.”

13 20. DEFENDANTS, at all times relevant to this complaint, were employers or
14 persons acting on behalf of an employer(s) who violated PLAINTIFF’S and other aggrieved
15 employees’ rights by violating various sections of the Labor Code as set forth above.

16 21. As set forth below, DEFENDANTS have violated numerous provisions of
17 both the Labor Code sections regulating hours and days of work as well as the applicable
18 IWC Wage Order.

19 22. Pursuant to PAGA, and in particular, Labor Code sections 2699, subdivision
20 (a), 2699.3, subdivision (a), 2699.3, subdivision (c), 2699.5, and section 558, PLAINTIFF,
21 acting in the public interest as a private attorney general, seeks assessment and collection
22 of civil penalties for himself, all other aggrieved employees, and the State of California
23 against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7,
24 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802.

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IV.

THE CONDUCT

23. DEFENDANT operates “Dollar Tree,” a chain of discount “dollar” stores. DEFENDANT’S business requires the use of “non-exempt” employees as defined by the California Labor Code and IWC Wage Order No. 4-2001 (as amended), including but not limited to store managers, assistant managers, associates, cashiers, stockers, and janitors.

24. DEFENDANT employed PLAINTIFF from on or about April, 2017, to on or about April 11, 2026, as a “Store Manager” at DEFENDANT’s 2970 Cochran Street, Simi Valley, CA 93065 location. DEFENDANT misclassified PLAINTIFF as an “exempt” employee, and paid PLAINTIFF a salary of approximately \$65,000.00 per year, regardless of the hours he worked. PLAINTIFF’S job duties primarily included, without limitation, stocking shelves and cashiering. PLAINTIFF would only spend approximately 2-3 hours per day performing tasks such as administrative duties like reviewing refunds, walking the store’s floor, scheduling, and performing loss prevention duties, for DEFENDANT, in California.

25. DEFENDANT exercised complete and unfettered control over PLAINTIFF’S work schedules; his hours worked; his rates of pay and methods of payment; dictated how PLAINTIFF would actually perform his jobs; and dictated if and when PLAINTIFF could take meal or rest breaks. PLAINTIFF could not exercise discretion and independent judgment regarding the tasks he performed. PLAINTIFF had to obtain approval on any action taken in the course of working for DEFENDANT. PLAINTIFF also did not have authority to hire or fire employees nor did he have any input regarding whether to hire and fire employees. PLAINTIFF was also not primarily engaged in duties which would meet the test of an exemption from the Wage Order. Therefore, under California Code of Regulations, title 8, section 11040, subdivision (1), the provisions of the applicable California Wage Order apply to PLAINTIFF. PLAINTIFF was not an exempt employee.

26. DEFENDANT has what it refers to as “Gold Store Standards”: a policy of providing a woefully inadequate budget to each store for staffing and a second policy of

1 rigidly delivering a stock to each store on a weekly basis and requiring that the staff at each
2 store promptly stock the store's shelves upon each delivery. If the deliveries are not
3 promptly and properly stocked, DEFENDANT disciplines its staff. These policies, when
4 combined, force DEFENDANT's "Store Managers" to compensate and devote the
5 necessary hours to stocking and cashiering that DEFENDANT does not provide.

6 27. DEFENDANT typically employed PLAINTIFF six days per week, on
7 Mondays through Saturdays. PLAINTIFF was typically required by DEFENDANT to work
8 from approximately 7:00 a.m., to at least 5:00 p.m., or later into the evening shift each day.
9 PLAINTIFF estimates that he never worked less than 50 hours per week for DEFENDANT.
10 However, seasonally, surrounding the holiday season, for approximately six months out of
11 the year, PLAINTIFF was required by DEFENDANT to work much later into the evening
12 shift and approximately 75-80 hours per week.

13 28. DEFENDANT required PLAINTIFF to work more than 8 hours in a day or
14 more than forty 40 hours per week without proper overtime compensation.

15 29. DEFENDANT required that PLAINTIFF work hours without paying
16 compensation at the minimum wage.

17 30. DEFENDANT routinely failed to provide PLAINTIFF with code-compliant
18 thirty (30) minute meal periods during shifts in excess of five (5) hours. When meal periods
19 were provided, they were either shorter in duration than 30 minutes, were provided at
20 incorrect times, or were interrupted. DEFENDANT effectively maintained control over
21 PLAINTIFF during the meal periods that were provided. On each day where a code-
22 compliant thirty (30) minute meal period was not provided to PLAINTIFF, DEFENDANT
23 failed to pay PLAINTIFF one additional hour of pay at his regular rates of pay.

24 31. DEFENDANT routinely failed to provide PLAINTIFF with a code compliant
25 10-minute net rest period for every four (4) hours or major fraction thereof worked. Where
26 rest periods were provided, they were shorter in duration than 10 minutes, were interrupted,
27 or were not provided every four (4) hours or major fraction thereof worked. DEFENDANT
28 effectively maintained control over PLAINTIFF during rest periods that were provided. On

1 each day when code-compliant ten (10) minute rest periods were not provided to
2 PLAINTIFF, DEFENDANT failed to pay PLAINTIFF one additional hour of pay at his
3 regular rates of pay.

4 32. Under California law, an employee who works more than 4 hours, or major
5 fraction thereof, is entitled to a compensated rest period of 10 minutes. An employee who
6 works more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a
7 second meal period of at least 30 minutes if he or she works more than 10 hours in a
8 workday. (Cal. Lab. Code § 512(a).) An employer that fails to provide a rest or meal
9 period that satisfies the requirements of the applicable IWC Wage Order 4-2001 (as
10 amended) must pay a premium to the employee of one additional hour of pay at the
11 employee's regular rate for each day that a meal or rest period was not provided. (Cal.
12 Lab. Code § 226.7(b).)

13 33. DEFENDANT's wage statements for PLAINTIFF did not conform with Cal.
14 Lab. Code § 226. DEFENDANT was required to provide PLAINTIFF with wage statements
15 that accurately reflected such items as PLAINTIFF'S hours worked, including overtime
16 wages, minimum wages, missed meal periods, and missed rest periods. The wage
17 statements provided to PLAINTIFF by DEFENDANT failed to accurately reflect
18 PLAINTIFF's hours worked, including overtime wages, minimum wages, missed meal
19 periods, and missed rest periods. Additionally, DEFENDANT completely failed to provide
20 PLAINTIFF with his final wage statement.

21 34. DEFENDANT failed to adequately reimburse PLAINTIFF for all necessary
22 expenditures incurred in his course and scope of employment, including personal cell
23 phones, and personal cell phone plans. DEFENDANT required PLAINTIFF to extensively
24 use his personal cell phone and personal cell phone plan for work related communications
25 and scheduling matters. PLAINTIFF was required to schedule other employees using his
26 phone and communicate with his Manager, Samara Brown with his phone. PLAINTIFF was
27 required to frequently send photos of the store to Ms. Brown. DEFENDANT did not
28 reimburse PLAINTIFF for these necessary business expenses incurred in the course and

1 scope of his employment.

2 35. Cal. Lab. Code section 201(a) provides that a discharged employee's unpaid
3 wages are due and payable immediately. Under Cal. Lab. Code § 202(a), when an employee
4 not having a written contract for a definite period is terminated, his or her wages become
5 immediately due and payable. Cal. Lab. Code section 203(a) provides, "If an employer
6 willfully fails to pay, without abatement or reduction, in accordance with Sections [201 and
7 202], any wages of an employee who is discharged or who quits, the wages of the employee
8 shall continue as a penalty from the due date thereof at the same rate until paid or until an
9 action therefore is commenced; but the wages shall not continue for more than 30 days."

10 36. As a result, under Cal. Lab. Code section 203, PLAINTIFF is entitled to one
11 day's wages for each day he was not timely paid all wages due, up to a maximum of 30
12 days' wages. Because DEFENDANT failed to pay minimum wages, overtime wages, meal-
13 period wages, and rest-period wages to PLAINTIFF, PLAINTIFF is entitled to 30 days'
14 wages. Additionally, upon DEFENDANT's termination of PLAINTIFF, DEFENDANT
15 willfully failed to provide PLAINTIFF with any payment until approximately one week
16 after he was terminated. DEFENDANT then provided a second check approximately two
17 weeks after PLAINTIFF was terminated, and a third check approximately three weeks after
18 PLAINTIFF was terminated. Additionally, as is discussed, *supra*, no final wage statement
19 was provided along with any of these payments, that would have enabled PLAINTIFF to
20 determine what they were for.

21 **FIRST CAUSE OF ACTION**

22 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**

23 **(Lab. Code, § 2698 et seq.)**

24 **(By PLAINTIFF, on his own behalf, and as a Private Attorneys General for all**
25 **Aggrieved Employees, and against all DEFENDANTS)**

26 37. PLAINTIFF repeats and re-alleges paragraphs 1 through 36, inclusive, of this
27 Complaint and they are incorporated herein by this reference.

28 38. Labor Code sections 2698-2699, the Private Attorneys General Act of 2004

1 expressly establishes that any provision of the Labor Code that provides for a civil penalty
2 to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”),
3 or any of its departments, divisions, commissions, boards, agencies or employees for a
4 violation of the Labor Code, may be recovered through a civil action brought by an
5 aggrieved employee on behalf of himself or herself, and other current or former employees.

6 39. Whenever the LWDA, or any of its departments, divisions, commissions,
7 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil
8 action is authorized to exercise the same discretion, subject to the same limitations and
9 conditions, to assess a civil penalty.

10 40. PLAINTIFF and all persons employed by DEFENDANTS as hourly paid
11 employees, or misclassified employees, are “aggrieved employees” as defined by Labor
12 Code section 2699 in that they are all current or former employees of DEFENDANTS, and
13 one or more of the alleged violations was committed against them.

14 41. PLAINTIFF asserts all of his claims in this Complaint on his own behalf and
15 on behalf of all aggrieved employees in his capacity as a Private Attorney General and
16 seeks all statutory penalties available under Labor Code sections 2698-2699.

17 42. On June 15, 2026, PLAINTIFF gave written by Certified Mail to DOLLAR
18 TREE STORES, INC., of the specific code provisions alleged to have been violated, as
19 required by Labor Code section 2699.3. On the same date, PLAINTIFF submitted a “PAGA
20 Claim Notice” to the LWDA through its online portal. PLAINTIFF’s PAGA Notice Letter
21 and LWDA Claim Submissions indicated that he, “as an aggrieved employee, on his own
22 behalf and on behalf of other aggrieved employees of Dollar Tree Stores, Inc. and any other
23 affiliated entity (collectively referred to herein as “**DOLLAR TREE**” and/or
24 “Defendants”), intends to avail himself of the protections granted by the CALIFORNIA
25 LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”) (LAB. CODE, § 2698 et
26 seq.).” The statutory waiting period for PLAINTIFF to add these allegations to the
27 Complaint has expired. As a result, pursuant to Labor Code section 2699.3, PLAINTIFF,
28 on behalf of himself and all aggrieved employees, may now commence a representative

1 civil action under Labor Code section 2699 as the proxy of the State of California.

2 43. DEFENDANTS' conduct, as alleged herein, violates numerous sections of
3 the Labor Code, including, but not limited to, the following:

- 4 a. Violations of Labor Code sections 510, 1194, 1194.2, and 1198 and
5 California Code of Regulations, title 8, section 11050 for DEFENDANTS'
6 failure to pay overtime wages and liquidated damages to PLAINTIFF, and
7 other aggrieved employees;
- 8 b. Violations of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1, and
9 1198 and California Code of Regulations, title 8, section 11050 for
10 DEFENDANTS' failure to pay minimum wages and liquidated damages to
11 PLAINTIFF, and other aggrieved employees;
- 12 c. Violations of Labor Code sections 226.7, 512, and 516, 1198, and California
13 Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to
14 provide meal periods to PLAINTIFF, and other aggrieved employees;
- 15 d. Violations of Labor Code sections 226.7, 512, 516, and 1198, and California
16 Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to
17 provide rest periods to PLAINTIFF, and other aggrieved employees;
- 18 e. Violations of Labor Code sections 226, subdivision (a), 1174, subdivision
19 (d), and 1198 for DEFENDANTS' failure to provide accurate itemized wage
20 statements to PLAINTIFF, and other aggrieved employees and to maintain
21 accurate payroll records for PLAINTIFF and other aggrieved employees;
- 22 f. Violations of Labor Code sections 2800 and 2802 for DEFENDANTS'
23 failure to reimburse business expenses to PLAINTIFF, and other aggrieved
24 employees;
- 25 g. Violations of Labor Code sections 201, 202, and 203 for DEFENDANTS'
26 failure to timely pay wages to PLAINTIFF, and other aggrieved employees;

27 44. PLAINTIFF therefore, on his own behalf and on behalf of all aggrieved
28 employees, can and hereby does seeks recovery of all civil penalties as prescribed by Labor

1 Code sections the Private Attorneys General Act of 2004, as the representative of the State
2 of California, for the illegal conduct perpetrated on PLAINTIFF and all aggrieved
3 employees by DEFENDANTS.

4 **PRAYER**

5 WHEREFORE, PLAINTIFF, individually, prays for judgment against each
6 Defendant, jointly and severally, as follows:

7 **1. ON THE FIRST CAUSE OF ACTION:**

8 (a) That the Court declare, adjudge and decree that DEFENDANTS violated
9 the following Labor Code provisions as to PLAINTIFF and/or other
10 aggrieved employees:

- 11 1. Labor Code sections 510, 1194, 1194.2, and 1198 and
12 California Code of Regulations, title 8, section 11050 for
13 DEFENDANTS' failure to pay overtime compensation and
14 liquidated damages to PLAINTIFF, and other aggrieved
15 employees;
- 16 2. Labor Code sections 1182.12, 1194; 1194.2; 1197; 1197.1; and
17 1198 and California Code of Regulations, title 8, section 11050
18 for DEFENDANTS' failure to pay minimum wages and
19 liquidated damages to PLAINTIFF, and other aggrieved
20 employees;
- 21 3. Labor Code sections 226.7 and 512, 516, and California Code
22 of Regulations, title 8, section 11050 for DEFENDANTS'
23 failure to provide meal periods to PLAINTIFF, and other
24 aggrieved employees;
- 25 4. Labor Code sections 226.7 and 512, 516, and California Code
26 of Regulations, title 8, section 11050 for DEFENDANTS'
27 failure to provide rest periods to PLAINTIFF, and other
28 aggrieved employees;

5. Labor Code sections 226, subdivision (a), 1174, subdivision (d), and 1198 for DEFENDANTS' failure to provide accurate itemized wage statements to PLAINTIFF, and other aggrieved employees and to maintain accurate payroll records for PLAINTIFF and other aggrieved employees;
6. Labor Code sections 2800 and 2802 for DEFENDANTS' failure to reimburse business expenses to PLAINTIFF and other aggrieved employees;
7. Labor Code sections 201, 202, 203 for DEFENDANTS' failure to timely pay wages to PLAINTIFF, and other aggrieved employees; and,

(b) For civil penalties pursuant to Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699, subdivisions (a), (f) and (g), for violations of Labor Code sections Code 201, 202, 203, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802;

(c) For attorneys' fees and costs pursuant to California Labor Code section 2699, subdivision (g)(1), and any and all other relevant statutes, for Defendant's violations of Labor Code sections Code 201, 202, 203, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802;

(d) For pre-judgment and post-judgment interest as provided by law; and For such other and further relief as the Court may deem equitable and appropriate.

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1 **2. ON ALL CAUSES OF ACTION:**

- 2 (a) For reasonable attorneys' fees;
- 3 (b) For costs of suit;
- 4 (c) For prejudgment interest; and,
- 5 (d) For other and further relief their court deems just and proper.
- 6

7 Dated: August 21, 2026

THE OZZELLO PRACTICE, PC

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9 By:  _____

10 MARK A. OZZELLO

11 CALVIN A. MARSHALL

12 Attorneys for Plaintiff,

13 STEVE BINGHAM

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