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Attorneys for Plaintiff
MICAH BRAMWELL, individually,
and on behalf of other similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

(UNLIMITED JURISDICTION)

MICAH BRAMWELL, individually, and on behalf of other similarly situated employees,

Plaintiff,

v.

ECHO & RIG SACRAMENTO LLC, a California limited liability company; SAMUEL JAY MARVIN, an individual; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 26CV026423

CLASS ACTION COMPLAINT:

1. FAILURE TO TIMELY PAY WAGES (Lab. Code, §§ 204, 210);

2.FAILURE TO PAY ALL WAGES UPON SEPARATION (Lab. Code, §§ 201, 202, 203);

3. NONCOMPLIANT WAGE STATEMENTS (Lab Code § 226, 226.3)

4. REST BREAK VIOLATIONS (Cal. Lab. Code § 226.7)

5. FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (Lab. Code, § 2802)

6. UNFAIR BUSINESS PRACTICES (Business & Professions Code §§ 17200, *et seq*.)

7. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (Lab. Code, §§ 2698 et seq.)

DEMAND FOR JURY TRIAL

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Plaintiff MICAH BRAMWELL ("Plaintiff"), individually, and on behalf of other similarly situated employees, alleges as follows against Defendants ECHO & RIG SACRAMENTO LLC, SAMUEL JAY MARVIN, and DOES 1 through 10, inclusive (collectively, "Defendants"):

INTRODUCTION

1. Plaintiff brings the instant class action on behalf of himself and similarly situated current and former employees of Defendants for a series of systemic violations of the California Labor Code and IWC Wage Orders.

2. Defendants failed to pay Plaintiff and all class members their earned wages by issuing payroll checks that were dishonored, returned for insufficient funds, or otherwise unpaid.

3. Defendants failed to timely pay Plaintiff and all class members all wages earned and due at the conclusion of employment.

4. Defendants failed to provide Plaintiff and all class members with accurate wage statements.

5. Defendants failed to authorize and permit Plaintiff and all class members to take compliant, uninterrupted rest periods.

6. Defendants failed to authorize and permit Plaintiff and all class members to take compliant, uninterrupted rest periods.

7. Defendant(s) required Plaintiff and all class members to purchase and maintain work-related items, such as uniforms and required work attire, using their own personal funds. Defendant(s) failed to reimburse Plaintiff and class members for these business expenses.

8. Plaintiff seeks to recover the underpaid damages, penalties, interest, attorney's fees, costs, and all other remedies available by law.

JURISDICTION AND VENUE

9. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

10. Venue is proper because the amount at issue exceeds the jurisdictional minimum of this court. Further, venue is proper pursuant to Civil Code Sections 395(a) and/or 395.5, in that the majority of the wrongful acts and violations of law asserted herein occurred within the County of Sacramento, where Defendants are located and do business.

THE PARTIES

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11. At all times herein mentioned, Plaintiff MICAH BRAMWELL is and was an individual residing in Sacramento County in the State of California. He is a former employee of Defendants and worked at their restaurant location in Sacramento, California as a non-exempt employee from Spring of 2022 until his last day of employment, which occurred on or about October 20, 2025.

12. At all times herein mentioned, Defendant ECHO & RIG SACRAMENTO, LLC ("Echo & Rig" or "Defendant") was and is an employer who does business in Sacramento, California.

13. Defendant SAMUEL JAY MARVIN ("Marvin") is an individual residing in the State of California and, at all relevant times, was an owner, officer, director, and/or managing agent of Echo & Rig.

14. Plaintiff is informed and believes, and thereon alleges, that Marvin exercised substantial control and authority over Echo & Rig's business operations, including its employment, payroll, compensation, staffing, and workplace policies and practices.

15. Plaintiff is informed and believes, and thereon alleges, that Marvin possessed authority to establish, approve, modify, and/or discontinue Echo & Rig's employment and payroll practices, including the practices governing the payment of employee wages, issuance of payroll checks, provision of rest periods, and reimbursement of employee business expenses.

16. Plaintiff is further informed and believes, and thereon alleges, that Marvin participated in, approved, authorized, directed, implemented, and/or knowingly permitted the payroll and employment practices alleged herein.

17. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10 but will seek leave of this Court to amend the Complaint and serve such fictitiously named Defendants once their names and capacities become known.

18. Plaintiff is informed and believes, and thereon allege, that the acts and omissions alleged herein were performed by, or are attributable to defendant(s) ECHO & RIG SACRAMENTO LLC and/or DOES 1 through 10, each acting as the agent, employee, alter ego, employer, co-employer, and/or joint venturer of, or working in concert with, each of the other co-Defendant and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf.

19. At all relevant times, each of the Defendants exercised control over the wages, hours, and

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working conditions of Plaintiff and class members, permitted them to work, and otherwise engaged them as employees under California law. Further, each of the Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make each of said Defendant an employer liable under the statutory provisions set forth herein.

20. Defendants had the authority to hire and terminate Plaintiff and the other Class Members, to set work rules and conditions governing Plaintiff and the other Class Members' employment, and to supervise their daily employment activities.

21. At all relevant times, Defendants, and each of them, ratified each act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

22. Plaintiff is informed and believes, and thereon alleges, that each Defendant is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

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CLASS ALLEGATIONS

23. Plaintiff brings this action pursuant to Code of Civil Procedure section 382 on behalf of himself and all other similarly situated current and former non-exempt employees of Defendants.

24. Plaintiff seeks to represent the following class:

a. "Class": All current and former non-exempt employees who worked at Defendants' restaurant location in Sacramento, California at any time during the four years preceding the filing of this Complaint through the date of judgment.

25. Plaintiff reserves the right to amend or modify the Class definition, or to propose subclasses, as appropriate based upon information obtained through discovery.

26. The class is ascertainable and shares a well-defined community of interest in this litigation:

a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of class members are ascertainable by inspection of Defendants' employment and payroll records.

b. Typicality: Plaintiff's claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants,

which resulted in losses to the class.

c. Adequacy: Plaintiff is an adequate class representative; will take all necessary steps to protect the class members' interests adequately and fairly; has no interest antagonistic to other class members. Further, Plaintiff has retained counsel experienced in employment litigation and wage-and-hour matters, and Plaintiff's counsel are capable of adequately representing the interests of Plaintiff and the Class.

d. Superiority: A class action is superior to other means for adjudicating this dispute. Individual joinder is impractical. Class treatment will allow for common issues to be resolved in a single forum, simultaneously, and without duplication of effort and expense.

e. Public Policy Considerations: Certification of this lawsuit as a class action advances the State of California's strong public interest in ensuring its approximately millions of employed residents are properly paid the wages they earned for the hours they worked. Class actions provide a mechanism for enforcement of labor laws and allow for the vindication of employee rights by unnamed class members.

27. Common questions of law and fact as to the class members predominate over questions affecting only individual members. The common questions of law and fact exist as to whether the employment policies and practices formulated by Defendants and applied to the class members constitute violations of California law.

GENERAL ALLEGATIONS

28. Plaintiff worked for Defendants as a server at their restaurant located at 500 J St Ste 150, Sacramento, CA 95814 from approximately Spring of 2022 until his last day of employment, which occurred on or about October 20, 2025.

29. As a nonexempt employee, Plaintiff was entitled to timely payment of all earned wages, compliant rest periods, accurate itemized wage statements, reimbursement of necessary business expenses, and timely payment of all wages due upon separation from employment.

30. As non-exempt employees, the class members were likewise entitled to timely payment of all earned wages, compliant rest periods, accurate itemized wage statements, reimbursement of necessary

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business expenses, and timely payment of all wages due upon separation from employment.

31. At all material times, Defendants regularly issued Plaintiff and class members payroll checks that "bounced," were dishonored for insufficient funds, or otherwise could not be successfully deposited. Defendants therefore failed to provide Plaintiff and class members with timely payment of wages. As a result, Plaintiff and class members incurred overdraft fees.

32. Although Defendants routinely failed to timely pay Plaintiff and class members the wages that were owed, Defendants issued wage statements that deceptively reflected the successful payment of wages.

33. Although Defendants eventually replaced or otherwise paid some of the dishonored payroll checks, Defendants failed to pay all wages owed to Plaintiff and other class members. Defendants still owe outstanding balances.

34. Plaintiff resigned from his employment on or about October 20, 2025. At or about the time of Plaintiff's resignation, Defendant owed Plaintiff a principal amount of approximately $3,449.96 in unpaid earned wages. Defendants eventually issued Plaintiff additional checks totaling approximately $1,351.19. Despite these partial payments, Defendants continues to owe Plaintiff approximately $2,145.12 in principal wages according to presently available information.

35. Defendants did not timely pay all wages due to Plaintiff upon his resignation or within the time required by California law. Upon information and belief, Defendants likewise failed to timely pay all wages due to other class members at the time they resigned or were terminated.

36. During Plaintiff's employment, Defendants also failed to authorize and permit Plaintiff and class members to take compliant, uninterrupted, duty-free rest periods. Plaintiff and class members regularly worked shifts for which they were entitled to one or more paid rest periods.

37. During periods when compliant rest periods should have been provided, Plaintiff and class members were required to remain available to assist customers, perform work, and otherwise attend to their job duties.

38. Defendants did not pay Plaintiff and class members all premium wages required for workdays on which a compliant rest period was not provided.

39. Defendants additionally required Plaintiff and class members to obtain and maintain work-related items for Defendants' benefit, including required work attire. Plaintiff and class members were

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required to pay for these necessary items with personal funds. Defendants failed to reimburse Plaintiff and class members for all necessary expenditures incurred in performing their job duties.

FIRST CAUSE OF ACTION

FAILURE TO PAY TIMELY WAGES

(Lab. Code, §§ 204, 210)

(Alleged by Plaintiff and Class Members Against All Defendants)

40. Plaintiff incorporates by reference the allegation in the preceding paragraphs as though fully set forth herein.

41. California Labor Code section 204 requires employers to timely pay all wages earned by employees during each payroll period. Labor Code section 210 provides civil penalties for violations of section 204.

42. Defendants failed to timely pay Plaintiff and class members their earned wages by issuing payroll checks that were dishonored, returned for insufficient funds, or otherwise unpaid. Defendants' repeated failure to maintain sufficient payroll funds unlawfully delayed payment of earned wages and deprived employees of timely access to compensation required under California law.

43. By issuing dishonored payroll check, Defendants failed to provide Plaintiff and class members with timely payment of earned wages.

44. These violations subject Defendants to civil penalties under Labor Code section 210. In addition, Plaintiff and class members seek all wages and other relief recoverable under the Labor Code, together with applicable statutory penalties, interest, attorneys' fees and costs to the extent authorized by law.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON SEPARATION

(Labor Code §§ 201, 202 and 203)

(Alleged by Plaintiff and Class Members Against All Defendants)

45. Plaintiff incorporates by reference the allegation in the preceding paragraphs as though fully set forth herein.

46. California Labor Code sections 201 and 202 require employers to timely pay all wages due immediately upon termination or within the statutory period following resignation. Labor Code section 203 provides waiting time penalties where an employer willfully fails to timely pay all wages

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owed at separation.

47. Plaintiff resigned from his employment with Defendants on or about October 20, 2025. At the time of resignation, Defendants failed to pay Plaintiff all wages due within the time required by Labor Code section 202.

48. At the time of Plaintiff's resignation, Defendants owed Plaintiff a principal amount of approximately $3,449.96 (exclusive of rest period premiums).

49. Defendants did not issue partial payment totaling approximately $1,351.19 until approximately December 22, 2025.

50. Defendants continue to owe Plaintiff approximately $2,145.12 in principal wages according to presently available information.

51. Defendants' failure to timely pay all wages owed to Plaintiff was willful within the meaning of Labor Code section 203.

52. Similarly, Defendants willfully failed to timely pay class members all wages earned and due at the conclusion of employment, whether the employment concluded by resignation or termination.

53. These violations subject Defendants to civil penalties under Labor Code section 210. In addition, Plaintiff and class members seek all wages and other relief recoverable under the Labor Code, together with applicable statutory penalties, interest, attorneys' fees and costs to the extent authorized by law.

THIRD CAUSE OF ACTION

NONCOMPLIANT WAGE STATEMENTS

(Labor Code §§ 226 and 226.3)

(Alleged by Plaintiff and Class Members Against All Defendants)

54. Plaintiff incorporates by reference the allegation in the preceding paragraphs as though fully set forth herein.

55. California Labor Code section 226 requires employers to furnish accurate itemized wage statements showing, among other things, gross wages earned, net wages earned, total hours worked, and all wages properly due and payable.

56. Because Defendant(s) failed to timely and accurately pay all earned wages, Defendant(s) also failed to provide Plaintiff and class members with accurate wage statements. Wage statements associated with dishonored payroll checks and unpaid wages did not accurately reflect

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wages actually paid or properly due.

57. As a result of Defendant(s)' violations of Labor Code section 226, Plaintiff and class members were required to reconstruct payroll records and determine independently whether they had been properly compensated.

58. These violations subject Defendants to civil penalties under Labor Code sections 226.3. In addition, Plaintiff and class members seek all wages and other relief recoverable under the Labor Code, together with applicable statutory penalties, interest, attorneys' fees and costs to the extent authorized by law.

FOURTH CAUSE OF ACTION

REST BREAK VIOLATIONS

(Labor Code § 226.7)

(Alleged by Plaintiff and Class Members Against All Defendants)

59. Plaintiff incorporates by reference the allegation in the preceding paragraphs as though fully set forth herein.

60. California Labor Code section 226.7 and the applicable IWC Wage Order require employers to authorize and permit paid, duty-free ten-minute rest periods for every four hours worked or major fraction thereof. Employers who fail to provide compliant rest periods must pay one additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not provided.

61. Plaintiff and class members regularly worked shifts that entitled them to paid rest periods.

62. Defendants failed to authorize and permit Plaintiff and class members to take all compliant, uninterrupted, duty-free rest periods to which they were entitled.

63. Instead, Plaintiff and class members were required to remain available to perform work during periods when compliant rest periods should have been provided.

64. As a result, Plaintiff and class members worked through rest periods, took late rest periods, took interrupted rest periods, and/or took short rest periods, if at all.

65. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members were entitled to recover from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each workday that compliant rest period(s) were

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not provided.

66. Defendant failed to pay Plaintiff and class members the premium wages required by Labor Code section 226.7 for workdays on which Defendant failed to provide compliant rest periods.

67. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members were entitled to recover from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each workday that compliant rest period(s) were not provided.

68. However, Defendant failed to pay Plaintiff and class members the premium wages required by Labor Code section 226.7 for workdays on which Defendant failed to provide compliant rest periods.

69. These violations subject Defendants to civil penalties under Labor Code sections 226.7. In addition, Plaintiff and class members seek all wages and other relief recoverable under the Labor Code, together with applicable statutory penalties, interest, attorneys' fees and costs to the extent authorized by law.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(Labor Code § 2802)

(Alleged by Plaintiff and Class Members Against All Defendants)

70. Plaintiff incorporates by reference the allegation in the preceding paragraphs as though fully set forth herein.

71. California Labor Code section 2802 requires employers to indemnify employees for all necessary expenditures incurred in direct consequence of the discharge of their duties or obedience to the employer's directions. Labor Code section 2804 prohibits employers from requiring employees to waive these protections.

72. Defendant(s) required Plaintiff and class members to purchase and maintain work related items, including uniforms and required work attire, using their own personal funds. These expenditures were incurred for Defendant(s)' benefit and were necessary to perform assigned job duties.

73. These violations subject Defendants to civil penalties under Labor Code sections 2802. In addition, Plaintiff and class members seek all wages and other relief recoverable under the Labor Code, together with applicable statutory penalties, interest, attorneys' fees and costs to the extent authorized

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by law.

SIXTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

(Business & Professions Code §§ 17200, *et seq*.)

(Alleged by Plaintiff and Class Members Against All Defendants)

74. Plaintiff incorporates by reference the allegation in the preceding paragraphs as though fully set forth herein.

75. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200 by committing the foregoing wage and hour violations alleged throughout this Complaint.

76. Each and every one of Defendants' acts and omissions in violation of the California Labor Code as alleged in this Complaint qualifies as an unfair and unlawful business practice under California Business and Professions Code sections 17200, et seq.

77. Defendants' violations of California wage and hour laws constitute unfair and unlawful business practices because, among other things, they were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and the other class members.

78. Defendants have avoided payment of employee wages, rest period premiums, timely wages, and other benefits as required by the California Labor Code,

79. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and the other class members.

80. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

81. Plaintiff and class members are further entitled to recover interest, attorneys' fees, and costs to

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the extent permitted by law, including under Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

(Lab. Code, §§ 2698 et seq.)

(Alleged by Plaintiff and Class Members Against All Defendants)

82. Plaintiff incorporates by reference the allegation in the preceding paragraphs as though fully set forth herein.

83. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked at Defendants' restaurant location in Sacramento, California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

84. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

85. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."])

86. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699 because Plaintiff was employed by Defendants and personally suffered the Labor Code violations for which civil penalties are sought herein.

87. On June 9, 2026, Plaintiff, through counsel, provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated and the facts and theories supporting the alleged violations, pursuant to Labor Code section 2699.3.

88. Plaintiff's PAGA notice identified violations of, among other provisions, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, and 2802, arising from Defendants' failure to timely pay wages, failure to pay all wages due upon separation, failure to provide accurate wage statements, failure

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to provide compliant rest periods, and failure to reimburse necessary business expenses. A true and correct copy of Plaintiff's amended PAGA Notice, which Plaintiff filed and served via certified mail on August 25, 2026, is attached hereto as ***Exhibit A***.

89. More than sixty-five (65) calendar days elapsed following Plaintiff's submission of the amended PAGA notice.

90. Plaintiff has not received any response from LWDA or Defendants since serving the original PAGA notice.

91. Plaintiff has not received any response from LWDA or Defendants since serving the amended PAGA notice.

92. During the applicable PAGA period, Defendants employed Plaintiff and other aggrieved employees as non-exempt employees at Defendants' restaurant, located at 500 J St Ste 150, Sacramento, CA 95814.

93. Defendants violated Labor Code sections 204 and 210 by failing to timely pay Plaintiff and other aggrieved employees all wages earned and due, including by issuing payroll checks that were dishonored, returned for insufficient funds, or otherwise unpaid.

94. Defendants violated Labor Code sections 201, 202, and 203 by failing to timely pay Plaintiff and other aggrieved employees all wages earned and due upon the termination or resignation of their employment.

95. Defendants violated Labor Code sections 226 and 226.3 by failing to furnish Plaintiff and other aggrieved employees with accurate and legally compliant itemized wage statements.

96. Defendants violated Labor Code section 226.7 and the applicable IWC Wage Orders by failing to authorize and permit Plaintiff and other aggrieved employees to take compliant, uninterrupted, duty-free rest periods and by failing to pay the required premium wages when compliant rest periods were not provided.

97. Defendants violated Labor Code section 2802 by requiring Plaintiff and other aggrieved employees to incur necessary business expenses without reimbursement.

98. The foregoing Labor Code violations were committed against Plaintiff and other aggrieved employees pursuant to Defendants' common policies, practices, procedures, and/or courses of conduct.

99. Defendants' violations subjected Plaintiff and other aggrieved employees to the deprivation of

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wages, statutory rights, compliant rest periods, accurate wage statements, and reimbursement of necessary business expenses required under California law.

100. Pursuant to Labor Code sections 2698, et seq., Plaintiff seeks all civil penalties available under PAGA for Defendants' violations of the Labor Code and applicable IWC Wage Orders committed against Plaintiff and the other aggrieved employees during the applicable statutory period.

101. Plaintiff further seeks all PAGA penalties authorized for each applicable pay period in which Defendants committed one or more of the violations alleged herein, subject to the penalty amounts, limitations, reductions, and other provisions of Labor Code section 2699.

102. Plaintiff seeks allocation and distribution of all civil penalties recovered in the percentages required by Labor Code section 2699.

103. Plaintiff further seeks reasonable attorneys' fees and costs pursuant to Labor Code section 2699, together with all other relief available under PAGA and applicable law.

104. Plaintiff accordingly requests judgment against Defendants for civil penalties pursuant to Labor Code sections 2698, et seq., reasonable attorneys' fees and costs, and such other relief as the Court deems just and proper.

PRAYER FOR RELIEF

105. Plaintiff, on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

106. That this action be certified as a class action;

107. That Plaintiff be appointed as the representatives of the Class;

108. That counsel for Plaintiff be appointed as Class Counsel;

109. For division of class members into appropriate classes and/or subclasses according to proof; and

110. That Defendants provide to Class Counsel the names and most current/last known contact information (addresses, e-mails, and telephone numbers) of all Class Members.

Damages and Injunctive Relief

111. For all unpaid wages, compensation, rest period premiums, reimbursements, and other amounts due to Plaintiff and the Class Members according to proof;

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112. For all statutory damages and penalties available under the California Labor Code and other applicable law;

113. For waiting time penalties pursuant to Labor Code section 203;

114. For damages and statutory relief pursuant to Labor Code section 226;

115. For reimbursement of all necessary business expenses pursuant to Labor Code section 2802, together with interest thereon;

116. For restitution of all wages, compensation, reimbursements, and other monies wrongfully withheld from Plaintiff and the Class Members pursuant to Business and Professions Code sections 17200, et seq.;

117. For disgorgement and restoration of monies wrongfully obtained or retained by Defendants to the extent such relief is authorized and restitutionary in nature under Business and Professions Code sections 17200, et seq.;

118. For appropriate equitable and injunctive relief to the extent authorized by law;

119. For civil penalties pursuant to the Private Attorneys General Act, Labor Code sections 2698, et seq., on behalf of the State of California and other aggrieved employees, together with allocation of such penalties as required by law;

120. For pre-judgment and post-judgment interest at the maximum rate permitted by law;

121. For reasonable attorneys' fees and costs of suit, including expert fees where authorized, pursuant to Labor Code sections 218.5, 226, 2802, 2699, Code of Civil Procedure section 1021.5, and all other applicable law; and

122. For such other and further legal or equitable relief as the Court deems just and proper.

Dated: November 2, 2026

Respectfully Submitted,

GAVRILOV & BROOKS

Ognian Gavrilov
Jamie Keeton.
Alexandra Darling
Attorneys for Plaintiff
MICAH BRAMWELL, individually, and on behalf of other similarly situated employees

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DEMAND FOR JURY TRIAL

Plaintiff MICAH BRAMWELL demands a trial by jury as to all claims triable by a jury.

Dated: November 2, 2026

Respectfully Submitted,

GAVRILOV & BROOKS



Ognian Gavrilov
Jamie Keeton.
Alexandra Darling
Attorneys for Plaintiff
MICAH BRAMWELL, individually, and on behalf of other similarly situated employees

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EXHIBIT A

Gavrilov & Brooks
Professional Corporation

August 25, 2026

VIA CERTIFIED MAIL

Echo & Rig Sacramento, LLC
Samuel Jay Marvin

500 J St. Ste 150.
Sacramento, CA 95814

20066 Christopher Lane
Santa Clarita, CA 91350

RE: AMENDED NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 ET SEQ.

Dear LWDA Officer and Representatives of Echo & Rig Sacramento, LLC:

This letter serves as written notice required by the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code Section 2698 *et seq.,* including without limitation California Labor Code Sections 2699.3(a)(1), 2699.3(b)(1), and/or 2699.3(c)(1) of the California Labor Code. This letter is being sent simultaneously via online filing to the California Labor and Workforce Development Agency. This letter is an important formal legal notice which may lead to immediate action against you and your company in a court of law and in administrative proceedings, or both, and the imposition of substantial penalties and other order and remedies against you and your company.

The law firm of Gavrilov & Brooks is serving this letter on behalf of **Micah Bramwell** ("Plaintiff") and all other "aggrieved employees" of "Defendant(s)" **Echo & Rig Sacramento, LLC** and **Samuel Jay Marvin**. "Defendant(s)" shall mean and include Echo & Rig Sacramento, LLC, Samuel Jay Marvin, and any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

The purpose of this letter is to comply with PAGA, pursuant to California Labor Code § 2698 *et seq.* We herein set forth some of the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and all aggrieved employees.

A. FACTUAL BACKGROUND

Plaintiff is a former employee of Echo & Rig Sacramento, LLC, which is a restaurant located in Sacramento, California. Plaintiff was employed as a server up until his last day of employment, which occurred on or about October 20, 2025. During Plaintiff's employment his paychecks regularly "bounced" because Defendant(s) did not have sufficient capital to pay Plaintiff for his earned wages. Because Defendant(s) did not tender timely payments, Plaintiff regularly incurred overdraft fees because he did not have enough funds to pay his bills and daily expenses. Plaintiff eventually received some untimely payments from Defendant(s). However, he is still owed for several paychecks that "bounced" and were never successfully deposited into his account. As a result of these acts, Plaintiff was eventually forced to resign. At the time Plaintiff resigned, he was owed $3,449.96. Eventually, on December 22, 2025, Plaintiff received checks from Defendants, totaling $1,351.19. However, Plaintiff is still owed a principal amount of $2,145.12.

In addition, Plaintiff was forced to use his personal funds to pay for business expenses that benefited Defendant(s), including the uniform and non-slip shoes that he was required to wear to work.

B. PAGA CLAIMS

1. Violation of Labor Code Sections 204 and 210 – Failure to Timely Pay Wages

California Labor Code section 204 requires employers to timely pay all wages earned by employees during each payroll period. Labor Code section 210 provides civil penalties for violations of section 204.

Defendant(s) failed to timely pay Plaintiff and aggrieved employees their earned wages by issuing payroll checks that were dishonored, returned for insufficient funds, or otherwise unpaid. Defendant(s)' repeated failure to maintain sufficient payroll funds unlawfully delayed payment of earned wages and deprived employees of timely access to compensation required under California law.

These violations subject Defendant(s) to civil penalties under Labor Code sections 210 and 2699.

2. Violation of Labor Code Sections 201, 202, and 203 – Waiting Time Penalties

California Labor Code sections 201 and 202 require employers to timely pay all wages due immediately upon termination or within the statutory period following resignation. Labor Code section 203 provides waiting time penalties where an employer willfully fails to timely pay all wages owed at separation.

Defendant(s) failed to timely pay Plaintiff and other aggrieved employees all wages earned and due at the conclusion of employment. After Plaintiff resigned, Plaintiff was not paid all wages owed.

Defendant(s)' conduct was willful and subjects Defendant(s) to waiting time penalties pursuant to Labor Code section 203 and 2699.

3. Violation of Labor Code Sections 226 and 226.3 – Wage Statement Violations

California Labor Code section 226 requires employers to furnish accurate itemized wage statements showing, among other things, gross wages earned, net wages earned, total hours worked, and all wages properly due and payable.

Because Defendant(s) failed to timely and accurately pay all earned wages, Defendant(s) also failed to provide Plaintiff and aggrieved employees with accurate wage statements. Wage statements associated with dishonored payroll checks and unpaid wages did not accurately reflect wages actually paid or properly due.

As a result of Defendant(s)' violations of Labor Code section 226, Plaintiff and aggrieved employees were required to reconstruct payroll records and determine independently whether they had been properly compensated.

These violations subject Defendant(s) to civil penalties under Labor Code sections 226.3 and 2699.

4. Violation of Labor Code Sections 226.7 and IWC Wage Order No. 5 – Failure to Provide Rest Periods

California Labor Code section 226.7 and the applicable IWC Wage Order require employers to authorize and permit paid, duty-free ten-minute rest periods for every four hours worked or major fraction thereof. Employers who fail to provide compliant rest periods must pay one additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not provided.

Defendant(s) failed to authorize and permit Plaintiff and aggrieved employees to take compliant, uninterrupted rest periods. Plaintiff and other aggrieved employees regularly worked shifts entitling them to rest periods but were required to remain available to perform work, assist customers, and otherwise continue performing job duties during periods when compliant rest breaks should have been provided.

These violations subject Defendant(s) to civil penalties under Labor Code section 2699.

5. Violation of Labor Code Sections 2802 – Failure to Reimburse Business Expenses

California Labor Code section 2802 requires employers to indemnify employees for all necessary expenditures incurred in direct consequence of the discharge of their duties or obedience to the employer's directions. Labor Code section 2804 prohibits employers from requiring employees to waive these protections.

Defendant(s) required Plaintiff and aggrieved employees to purchase and maintain work-related items, including uniforms and required work attire, using their own personal funds. These expenditures were incurred for Defendant(s)' benefit and were necessary to perform assigned job duties.

Defendant(s) failed to reimburse Plaintiff and aggrieved employees for these business expenses in violation of Labor Code section 2802. These violations subject Defendant(s) to civil penalties under Labor Code section 2699.

C. RESERVATION OF RIGHTS

Plaintiff reserves the right to amend and supplement this notice to include additional facts, legal theories, Labor Code violations, and aggrieved employees discovered during investigation and discovery.

The purpose of this letter is to satisfy the notice requirements of California Labor Code sections 2699 and 2699.3 prior to seeking civil penalties and all other available relief in a representative PAGA action.

If the LWDA elects not to investigate or otherwise intervene, Plaintiff intends to pursue all available remedies on behalf of himself and all similarly situated aggrieved employees as permitted by California law.

Sincerely,

Jamie L. Keeton, Esq.
Alexandra Darling, Esq.

Attorneys for Micah Bramwell