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Clerk of the Superior Court
By D. Cortez ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

RAYMOND COTA, an individual, on
behalf of Aggrieved Employees and in
the capacity as the State of California's
designated proxy under the Private
Attorneys General Act (PAGA),

Plaintiffs,

vs.

ELC BEAUTY LLC, a Delaware limited
liability company; and DOES 1 through
10 inclusive,

Defendants.

Case No.: 26CU045578C

**INDIVIDUAL AND
REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PAGA FOR:**

- 1. Failure to Pay State
Minimum/Regular/Local Wages;**
- 2. Meal and Rest Break Labor Code
Violations;**
- 3. Failure to Make Payments Within
the Required Time;**
- 4. Failure to Provide Accurate
Wage Statements;**
- 5. Failure to Maintain and Timely
Provide Records;**
- 6. Failure to Reimburse Work
Related Expenses; and**
- 7. Failure to Properly Pay Sick
Pay.**

1 Plaintiff RAYMOND COTA, on behalf of the State of California and acting for
2 the interests of other current and former employees (“Aggrieved Employees” or
3 “Plaintiffs”), alleges the following:

4 **NATURE OF THE ACTION**

5 1. Plaintiff is suing in his individual capacity¹ and proceeding herein under
6 the Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§
7 2698, *et seq.*, seeking individual and nonindividual civil penalties on behalf of the
8 State of California and for all Aggrieved Employees. *Adolph v. Uber Technologies,*
9 *Inc.*, 14 Cal. 5th 1104 (2023).

10 **JURISDICTION AND VENUE**

11 2. Pursuant to Article VI, § 10 of the California Constitution, subject matter
12 jurisdiction is proper in the Superior Court of California because Plaintiffs allege
13 claims arising under California law.

14 3. This Court has jurisdiction over the Defendants because each is an
15 association, corporation, business entity, or individual that conducts substantial
16 business in the State of California, County of San Diego.

17 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is
18 proper in the Superior Court of California for the County of San Diego because venue
19 in a PAGA action is proper in any county where an aggrieved employee suffered a
20 Labor Code violation, even if the representative plaintiff did not work there, and the
21 named Defendant here employed an Aggrieved Employee in County of San Diego.
22 *See Crestwood Behavioral Health, Inc. v. Superior Court*, 60 Cal. App. 5th 1069,
23 1075–77 (2021).

24 **THE PARTIES**

25 5. The State of California is the real party in interest in a PAGA action. *Kim*
26

27 ¹ Plaintiff reserves the right to pursue nonindividual PAGA claims within the meaning of
28 *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024); *Rodriguez v. Packers Sanitation*
Servs., Inc., 95 Cal. App. 5th 682 (2025).

1 *v. Reins Int'l California, Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on
2 whose behalf the plaintiff files suit is always the real party in interest.”)

3 6. Plaintiff RAYMOND COTA is an individual who resides in California.

4 7. Defendant ELC BEAUTY LLC is a Delaware limited liability company
5 doing business in California, including but not limited to the County of San Diego.

6 8. The true names and capacities, whether individual, corporate, associate,
7 or otherwise of the Defendants named herein as DOES 1 through 10, are unknown to
8 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious
9 names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will
10 seek leave to amend this Complaint to allege the true names and capacities of DOES
11 1 through 10 when the correct identities are ascertained. Plaintiffs are informed and
12 believe, and based thereon allege, that each of the DOE Defendants is in some manner
13 liable to Plaintiffs for the events and actions alleged herein. All named Defendants
14 and DOES 1 through 10 are collectively referred to as “Defendants.”

15 9. Plaintiffs are informed and believe, and based thereon allege that at all
16 times relevant herein each Defendant was acting as an agent, joint venture, or as an
17 integrated enterprise and/or alter ego for each of the other Defendants, and each was a
18 co-conspirator with respect to the acts and the wrongful conduct alleged herein, so
19 that each is responsible for the acts of the other in connection with the conspiracy and
20 in proximate connection with the other Defendants.

21 10. Plaintiffs are informed and believe, and based thereon allege that each
22 Defendant was acting partly within and partly without the scope and course of their
23 employment, and was acting with the knowledge, permission, consent, and
24 ratification of every other Defendant.

25 11. Plaintiffs are informed and believe, and based thereon allege that each
26 of the Defendants was an agent, managing general partner, managing member, owner,
27 co-owner, partner, employee, and/or representative of each of the Defendants, and
28 were at all times material hereto, acting within the purpose and scope of such agency,

1 employment, contract and/or representation, and that each of them are jointly and
2 severally liable to Plaintiffs for the acts alleged herein

3 12. Plaintiffs are informed and believe, and based thereon allege that each
4 of the Defendants are liable to Plaintiffs under legal theories and doctrines including
5 but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4)
6 alter ego, based in part, on the facts set forth below.

7 13. Plaintiffs are informed and believe, and based thereon allege that each of
8 the named Defendants are part of an integrated enterprise and have acted or currently
9 act as the employer and/or joint employer of Plaintiffs, making each of them liable for
10 the wage and hour violations alleged herein.

11 14. Plaintiffs are informed and believe, and based thereon allege, that DOES
12 1-10 were a "Client employer" within the meaning of Labor Code § 2810.3(a)(1)(A)
13 and, as such, are jointly liable pursuant to Labor Code §§ 2753 and/or 2810.3.

14 15. By this Complaint, Plaintiffs provide notice to DOES 1-10 pursuant to
15 Labor Code § 2810.3(b) and Plaintiffs demand that DOES 1-10 provide all facts in
16 support of the contention that DOES 1-10 are not liable under Labor Code §§ 2753
17 and/or 2810.3.

18 16. Thus, Plaintiffs have the legal basis to file this Complaint to pursue the
19 claims alleged in this Complaint against the abovementioned Defendants pursuant to
20 Labor Code § 2810.3, *et seq.*

21 **GENERAL ALLEGATIONS**

22 17. Defendants are in the retail business selling products to consumers in
23 various retail outlets in the State of California.

24 18. During all times relevant, Defendants employed Plaintiff COTA on an
25 hourly basis as a salesman until his employment was involuntarily terminated on or
26 about February 28, 2026, without prior notice.

27 19. Plaintiff subsequently learned of his termination when his supervisor
28 informed him that he was no longer on the schedule.

Failure to Provide Records.

20. On or about April 13, 2026, the named Plaintiff, via counsel, sent correspondence to Defendants requesting access to Plaintiff's payroll records and personnel file.

21. On May 4, 2026, Defendants provided Plaintiff's counsel only 15 pages of Plaintiff's wage statements.

22. Missing from Defendants' May 4, 2026 document production were Plaintiff's wage statements for the months of January and February 2026, and Plaintiff's time records.

23. On or about May 12, 2026, Defendants provided Plaintiff's counsel with a second installment of Plaintiff's personnel file, but missing from this production were Plaintiff's time records, January and February wage statements, and other records responsive to Plaintiff's requests.

24. On May 28, 2026, the named Plaintiff, via counsel, sent correspondence to Defendants requesting to obtain access to the missing portions of Plaintiff's personnel file and payroll records.

25. Defendants did not respond to Plaintiff's counsel's May 28, 2026 letter, prompting Plaintiff's counsel to send another letter on June 2, 2026.

26. On June 18, 2026, Defendants responded to Plaintiff's counsel letters of May 28, 2026 and June 2, 2026, by providing Plaintiff the remaining wage statements requested (notably 43 days late in violation of Labor Code § 226) and time records.

27. Based on the foregoing, Plaintiff seeks the remedies set forth in this Complaint.

Unpaid Wage Claims.

28. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants paid Plaintiff and Aggrieved Employees wages at less than the rate required under state, federal, and local law.

1 29. The premise for this claim is based, in part, on Defendant's faulty
2 timekeeping system.

3 30. In particular, Defendants required Plaintiff and Aggrieved Employees to
4 download an unreliable application called "Deputy" to keep track of their time.

5 31. Defendants' timekeeping application was unreliable because Plaintiff
6 and Aggrieved Employees were often unable to record their start times due to glitches
7 with the application.

8 32. For example, internet connectivity was often unreliable, making it
9 impossible for Plaintiff and Aggrieved Employees to use Defendants' timekeeping
10 application to report their start times and requiring them to wait—without
11 compensation—until the application became operational, a process that could take up
12 to 15 minutes.

13 33. The premise of this claim is also based, in part, on Plaintiffs' belief that
14 Defendant failed to pay commissions to Plaintiff and Aggrieved Employees.

15 34. Defendant employed Plaintiff COTA as a nonexempt, hourly employee
16 in the position of Beauty Advisor/Artist, performing point-of-sale and field-sales
17 work for Defendant's beauty brands.

18 35. Defendant's own payroll records classify Plaintiff's job as "Sales.Point of
19 Sale NonManagement.Beauty Advisor/Artist" and identify his organization, at
20 various times, with Defendant's field-sales operations, including its Tom Ford
21 operations.

22 36. Defendant paid Plaintiff a stated hourly rate of \$28.00 per hour.

23 37. Defendant further expressly represented in the written Notice to
24 Employee provided pursuant to Labor Code § 2810.5 that commission constituted a
25 basis upon which Plaintiff could be compensated.

26 38. The Notice identifies Plaintiff by name, identifies ELC Beauty LLC as
27 his employer, states his October 29, 2025 start date, and, under "WAGE
28 INFORMATION," identifies "Commission" among Plaintiff's bases of pay.

1 39. The Notice further indicates the existence of a written agreement
2 concerning Plaintiff's rates of pay.

3 40. Plaintiff is informed and believes, and thereon alleges, that during the
4 relevant period Defendant maintained one or more commission and/or sales-incentive
5 compensation plans applicable to employees performing sales functions, including
6 Beauty Advisors, Artists, Consultants, and/or similarly situated employees.
7 Documents maintained by Defendant describe Beauty Advisors and makeup artists as
8 among the categories of employees eligible to receive commission and target-bonus
9 compensation.

10 41. Plaintiff is further informed and believes, and thereon alleges, that
11 Defendant's commission compensation programs tied commissions to sales of
12 Defendant's products and included commission structures based upon an employee's
13 individual sales and the achievement of applicable sales or business targets.

14 42. Defendant's records include commission provisions calculating
15 commissions as a percentage of the gross price of products sold and specifically
16 contain a commission structure for the Tom Ford brand based upon individual sales
17 and achievement of applicable sales targets.

18 43. Plaintiff is informed and believes, and thereon alleges, that during his
19 employment he performed sales-related work for Defendant, including work
20 associated with Defendant's Tom Ford and other beauty-brand field-sales operations;
21 that Plaintiff personally made, generated, assisted with, and/or was properly
22 creditable with sales of Defendant's products; and that some or all of those sales
23 satisfied the requirements for the payment of commissions and/or other sales-based
24 compensation under the compensation plan or plans applicable to Plaintiff.

25 44. The precise terms of the commission plan or plans applicable to Plaintiff,
26 Plaintiff's individual sales totals, the sales credited or attributable to Plaintiff,
27 applicable sales targets, Defendant's calculation of commissions, and the amounts of
28 commissions earned by Plaintiff are presently within Defendant's possession, custody,

1 and control and have not been fully disclosed to Plaintiff.

2 45. Notwithstanding Plaintiff's performance of commissionable sales work
3 and Defendant's identification of commission as a basis of Plaintiff's compensation,
4 Plaintiff's wage statements produced by Defendant do not identify or reflect payment
5 of commissions to Plaintiff.

6 46. Instead, the wage statements reflect Plaintiff's hourly compensation and
7 other items, including "Time Entry Wages" and "Device Stipend," without separately
8 identifying commission compensation.

9 47. Plaintiff is therefore informed and believes, and thereon alleges, that
10 Defendant failed to calculate, pay, and/or timely pay all commissions and other sales-
11 based compensation earned by Plaintiff in accordance with Defendant's applicable
12 commission compensation plan or plans.

13 48. Once earned under the applicable commission agreement, such
14 commissions constituted wages owed to Plaintiff.

15 49. Defendant's failure to pay all earned commissions therefore resulted in
16 Plaintiff being paid less than all wages due for work performed during the relevant
17 pay periods.

18 50. Further, Plaintiff and the Aggrieved Employees clocked out for their
19 meal periods but continued working because there was no one to relieve them of their
20 duties so that they could take their meal periods.

21 51. Additionally, Plaintiff and the Aggrieved Employees were often
22 interrupted during meal breaks without compensation.

23 52. Yet, Plaintiff and the Aggrieved Employees still clocked out because they
24 would be disciplined by management if they did not clock out for meal periods.

25 53. As a result of performing off-the-clock work that was directed,
26 permitted, or otherwise encouraged by Defendants, Plaintiff and the Aggrieved
27 Employees should have been paid for this time.

28 54. Defendants only paid Plaintiff and the Aggrieved Employees based on

1 the time they were clocked in for their shifts and did not pay Plaintiff and Aggrieved
2 Employees for any of the time spent working off-the-clock.

3 55. Plaintiffs are informed and believe and thereon allege that these are only
4 a few examples of many Labor Code violations Defendants committed concerning
5 wages.

6 **Meal and Rest Break Claims.**

7 56. At all relevant times, and pursuant to Defendants' policies, practices,
8 and/or directives, Plaintiffs are informed and believe and thereon allege that
9 Defendants failed to authorize and permit Plaintiff and Aggrieved Employees to take
10 all statutorily compliant meal and rest periods and did not pay and refused to pay
11 premium pay to workers.

12 57. Plaintiffs are informed and believe and thereon allege that Aggrieved
13 Employees were frequently unable to take timely, uninterrupted, or compliant meal
14 periods due to work demands imposed by management, performance quotas, and/or the
15 demands of Defendants' customers, among other reasons attributable to Defendants'
16 control and scheduling practices.

17 58. As to the named Plaintiff, by way of example, on February 11, 2026,
18 Plaintiff worked from approximately 12:59 p.m. to 6:00 p.m., a period exceeding five
19 hours, without being provided a meal period.

20 59. Similarly, on February 16, 2026, Plaintiff worked from approximately
21 1:00 p.m. to 6:01 p.m., again exceeding five hours, without being provided a meal
22 period.

23 60. Defendant therefore failed to provide Plaintiff with compliant meal
24 periods on these occasions as required by California law.

25 61. Plaintiffs are further informed and believe and allege that, despite these
26 meal period violations, Defendants failed to compensate Plaintiff and Aggrieved
27 Employees with one additional hour of premium pay per violation, in violation of
28 California Labor Code §§ 226.7 and 512.

1 62. With respect to rest period violations, Plaintiffs are informed and believe
2 and thereon allege that Defendants maintained a policy and practice of providing
3 Aggrieved Employees with only one 15-minute paid rest period per workday,
4 including on shifts for which employees were entitled to two separate rest periods.

5 63. For example, Plaintiff's time records corroborate this practice, as virtually
6 every recorded shift reflects only a single 15-minute rest period, including shifts of
7 sufficient duration to require two rest periods.

8 64. Compounding Defendants' unlawful rest-break practices is their written
9 rest-break policy, which provides, "Employees should record their paid rest breaks in
10 the applicable time management system ... Employees must obtain approval from the
11 manager on duty before taking a rest break...[and] All rest breaks and meal periods
12 must be taken off the floor."

13 65. Thus, rather than affirmatively authorizing and permitting employees to
14 take all legally required rest periods, Defendants conditioned employees' ability to take
15 a rest period upon first obtaining managerial approval and required employees to leave
16 the work floor to take such breaks.

17 66. This written policy, together with Plaintiff's time records reflecting
18 predominantly only one 15-minute rest period per shift, corroborates Plaintiffs'
19 allegations that Defendants maintained a uniform policy and practice that resulted in
20 employees not receiving all legally required rest periods.

21 67. Moreover, Plaintiffs are further informed and believe and allege that
22 Defendant required Aggrieved Employees to remain on-call and available to receive
23 and respond to phone calls, texts, emails, or other communications—even during
24 periods that were nominally designated as rest breaks, thereby depriving them of
25 legally compliant rest periods.

26 68. As a result of these on-call policies, Plaintiff and Aggrieved Employees
27 were not relieved of all duty during their rest breaks.

28 69. Instead, Plaintiff and Aggrieved Employees were subjected to

1 Defendants' ongoing control and obligation to remain available for work-related
2 communications.

3 70. Accordingly, any rest periods provided under these circumstances were
4 not compliant under California law, and Defendants failed to compensate employees
5 with the required premium pay.

6 71. Due to the foregoing policies and practices, Defendants failed to provide
7 Plaintiffs and Aggrieved Employees with the rest breaks to which they were legally
8 entitled, resulting in civil penalties in an amount to be determined at trial. *See Augustus*
9 *v. ABM Security Services, Inc.*, 2 Cal. 5th 257 (2016) (holding that on-call rest periods
10 violate California law and trigger premium pay obligations under Labor Code § 226.7).

11 **Unreimbursed Work-Related Expense Claims.**

12 72. During all times relevant, pursuant to company policy and/or practice
13 and/or direction, Defendants required Plaintiff and Aggrieved Employees to incur
14 various work-related expenses that were never reimbursed.

15 73. For example, Plaintiff and many Aggrieved Employees used their
16 smartphones to clock in and/or communicate with management and customers.

17 74. Despite the substantial nature and recurring character of these work-
18 related expenses, Plaintiffs are informed and believe and thereon allege that
19 Defendants uniformly provided no reimbursement and/or insufficient reimbursement to
20 Plaintiff and Aggrieved Employees in an amount to be proven at trial.

21 75. Any reimbursements were arbitrary, inadequate, and did not reflect the
22 actual costs borne by Plaintiff and Aggrieved Employees in the course of their
23 employment.

24 76. Plaintiffs allege that Defendants knowingly and unlawfully shifted the
25 burden of Defendants' operating expenses onto their employees by requiring them to
26 pay out-of-pocket for equipment, tools, utilities, and services necessary to perform
27 their duties—without adequate or lawful reimbursement—in violation of California
28 Labor Code § 2802 and public policy. *See Cochran v. Schwan's Home Service, Inc.*,

1 228 Cal. App. 4th 1137 (2014) (“We hold that when employees must use their
2 personal cell phones for work-related calls, Labor Code section 2802 requires the
3 employer to reimburse them. Whether the employees have cell phone plans with
4 unlimited minutes or limited minutes, the reimbursement owed is a reasonable
5 percentage of their cell phone bills.”); *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.
6 4th 554 (2007).

7 **Erroneous Wage Statements in Violation of Labor Code § 226.**

8 77. During all times relevant and pursuant to company policy and/or practice
9 and/or direction, Defendants issued the named Plaintiff and other Aggrieved
10 Employees erroneous wage and earning statements.

11 78. The deficiencies include, among other things, the failure to correctly
12 identify hourly rates, the failure to correctly list gross wages earned, and the failure to
13 list the true net wages earned, including wages for meal periods that were not provided
14 in accordance with California law, wages for rest periods Plaintiff and Aggrieved
15 Employees were not authorized and permitted to take in accordance with California
16 law, and correct wages earned for all hours worked.

17 79. Specifically, Defendants separately identified payments to Plaintiff as a
18 “Device Stipend,” representing reimbursement for the use of his personal cellular
19 device for Defendants’ business purposes, but then improperly included those
20 reimbursement payments within the amounts reported as Plaintiff’s “Gross Pay” and
21 “Total Net Pay.”

22 80. Thus, the aggregate amounts represented as Plaintiff’s gross and net pay
23 did not represent solely compensation earned for labor performed, but instead
24 combined wages with nonwage business-expense reimbursements.

25 81. By way of example, one of Plaintiff’s wage statements reports \$486.36 in
26 “Time Entry Wag” and a separate \$1.62 “Device Stipend,” but reports \$487.98 as
27 “Gross Pay.”

28 82. After deductions, the same statement reports \$401.73 as “Total Net Pay.”

1 83. Thus, although Plaintiff earned \$486.36 in wages, Defendants reported an
2 aggregate gross amount of \$487.98 by adding the \$1.62 expense reimbursement to his
3 wages.

4 84. This was not an isolated occurrence.

5 85. Defendants repeatedly employed the same wage-statement format and
6 methodology.

7 86. For example, another of Plaintiff's wage statements reports \$857.36 in
8 wages and a \$1.62 "Device Stipend," but reports \$858.98 as "Gross Pay" and \$681.23
9 as "Total Net Pay."

10 87. Defendants therefore maintained a uniform practice of combining
11 compensation for labor with expense reimbursements when reporting employees'
12 aggregate gross and net pay.

13 88. Expense reimbursements are conceptually distinct from wages. *See*
14 *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal. 4th 554, 572 (2007) (California
15 Supreme Court explained, "Section 200 highlights a valid and important distinction
16 between wages (as payment for labor performed) and business expense
17 reimbursement.")

18 89. Labor Code § 226(a), in turn, expressly requires an accurate itemized
19 statement identifying "gross wages earned" and "net wages earned."

20 90. Defendants' statements do neither; instead, they report "Gross Pay" and
21 "Total Net Pay" figures that include both wages and nonwage expense
22 reimbursements.

23 91. Accordingly, Plaintiffs are informed and believe and thereon allege that
24 Defendants violated Labor Code § 226(a)(1) and (5) by failing to accurately state the
25 gross and net wages earned by Plaintiff and other Aggrieved Employees and by instead
26 reporting aggregate gross and net "pay" amounts that included nonwage expense
27 reimbursements.

28 92. Defendants further violated Labor Code § 226(a) derivatively by issuing

1 wage statements that failed to accurately reflect all wages earned by Plaintiff and other
2 Aggrieved Employees.

3 93. As alleged herein, Defendants failed to pay all minimum, regular, meal-
4 period, rest-period, and other wages and premiums due.

5 94. As a direct consequence of these underlying violations, the corresponding
6 wage statements failed to accurately state, among other things, the gross wages earned
7 and net wages earned during the applicable pay periods, in violation of Labor Code §
8 226(a)(1) and (5).

9 95. In addition to the foregoing claims under Labor Code § 226, Plaintiffs'
10 paystubs and those of similarly situated employees of Defendants were inaccurate
11 because Defendants issued wage statements that were vague and ambiguous.

12 96. For example, Defendants failed to provide accurate itemized wage
13 statements identifying the total hours worked and the corresponding number of hours
14 worked at each applicable hourly rate.

15 97. Defendants' wage statements instead utilized the ambiguous designation
16 "Current Hours," without accurately and clearly identifying all hours worked at each
17 applicable rate, thereby failing to provide the information required by Labor Code §
18 226(a)(2) and (9).

19 **Facts Relating to Derivative Claims, such as Labor Code §§ 203, 204, 204b, etc.**

20 98. During all times relevant and pursuant to company policy and/or practice
21 and/or direction, Plaintiffs are informed and believe, and therefore allege that
22 Defendants paid Aggrieved Employees untimely in violation of California law.

23 99. For example, on or about February 28, 2026, Defendants terminated the
24 named Plaintiff.

25 100. Defendants, however, did not furnish Plaintiff's final paycheck until
26 March 6, 2026, seven days after his discharge, in violation of Labor Code § 201 and
27 subjecting Defendants to penalties under Labor Code § 203.

28 101. Plaintiffs are informed and believe and based thereon allege that, to date,

1 Defendants have not paid Plaintiff and Aggrieved Employees' wages due and payable,
2 in an amount to be proven at trial.

3 **Failure To Accurately Accrue and Report Paid Sick Leave.**

4 102. Defendants further violated Labor Code §§ 246 and 247.5 by failing to
5 accurately accrue, maintain, and report the amount of paid sick leave available to
6 Plaintiff and other Aggrieved Employees.

7 103. California's Healthy Workplaces, Healthy Families Act requires covered
8 employees to accrue paid sick leave in accordance with Labor Code § 246.

9 104. Under Labor Code § 246, an employer utilizing the statutory accrual
10 method must provide an employee with not less than one hour of paid sick leave for
11 every 30 hours worked.

12 105. Labor Code § 246 further requires employers to provide employees with
13 written notice setting forth the amount of paid sick leave available for use.

14 106. Specifically, § 246 requires an employer to provide such notice on the
15 employee's itemized wage statement or in a separate writing provided on the
16 designated pay date.

17 107. Defendants failed to comply with these requirements.

18 108. Plaintiff's time and payroll records demonstrate that Defendants
19 systematically failed to accurately accrue and/or report the amount of paid sick leave
20 available to him.

21 109. Based upon the hours reflected in Defendants' records and application of
22 the statutory accrual rate of one hour of paid sick leave for every 30 hours worked,
23 Plaintiff accrued approximately 10.44 hours of paid sick leave during the period
24 reflected in the records.

25 110. Defendants nevertheless reported materially lower available sick-leave
26 balances on Plaintiff's wage statements.

27 111. By way of example, Defendants reported sick-leave balances of only
28 approximately two hours in November 2025, four hours in December 2025, five hours

1 later that month, and thereafter approximately six hours, notwithstanding Plaintiff's
2 continued accumulation of paid sick leave based upon the hours he worked.

3 112. Defendants' reported balances therefore failed to accurately state the
4 amount of paid sick leave actually available to Plaintiff.

5 113. Defendants' failure to accurately report Plaintiff's available paid sick leave
6 was not an isolated occurrence.

7 114. Rather, the inaccurate balances appeared repeatedly on successive wage
8 statements, evidencing a policy, practice, payroll methodology, and/or failure to
9 properly calculate and maintain employees' paid sick-leave accruals.

10 115. Labor Code § 247.5 further requires employers to maintain for at least
11 three years records documenting employees' hours worked and paid sick days accrued
12 and used.

13 116. Where adequate records are not maintained, the statute provides a
14 presumption concerning the employee's entitlement to accrued sick leave.

15 117. Plaintiffs are informed and believe and thereon allege that, to the extent
16 Defendants failed to maintain accurate records sufficient to establish the paid sick
17 leave accrued and used by Plaintiff and other Aggrieved Employees, Defendants
18 additionally violated Labor Code § 247.5.

19 118. Accordingly, Plaintiffs are informed and believe and thereon allege that
20 Defendants maintained policies and practices that failed to accurately accrue, maintain,
21 and/or report paid sick leave for Plaintiff and other Aggrieved Employees, including by
22 understating the amount of paid sick leave available for use, in violation of Labor Code
23 §§ 246 and 247.5 and the Healthy Workplaces, Healthy Families Act.

24 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

25 119. This representative action filed pursuant to PAGA, §§ 2698, 2699
26 generally consists of the following group:

27 **All persons Defendants employed in the State of California**
28 **from June 2, 2025 to the present.**

1 120. All members of the represented group are referred to as the “Aggrieved
2 Employees.”

3 121. The “Representative Period” means from **June 2, 2025 to the present.**

4 122. Plaintiff further alleges, on information and belief, that Aggrieved
5 Employees did not receive all wages due at the time their employment ended with
6 Defendants.

7 123. On information and belief, Defendants current and former employees
8 were subject to wage and hour violations by Defendants, including failing to be paid
9 for all wages due.

10 124. California law provides that an employee may file an action against an
11 employer for penalties in connection with violations of the Labor Code and Wage
12 Orders provided the aggrieved employee file an action on behalf of him or herself and
13 similarly situated current and former employees.

14 125. At all material times, Defendants and DOES 1 through 10 were and/or
15 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
16 Employees’ employer, within the meaning of California Labor Code § 558, who
17 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
18 Labor Code or any provision regulating hours and days of work in any Order of the
19 Industrial Welfare Commission and, as such, are subject to penalties for each
20 underpaid employee as set for in Labor Code § 558.

21 126. As set forth in further detail below, because of the analysis and
22 investigation of the Plaintiffs’ claims, Plaintiffs’ attorneys sent the required
23 correspondence to the California Labor and Workforce Development Agency
24 (LWDA) and to Defendants informing Defendants of Plaintiffs’ claims and Plaintiffs’
25 intent to pursue litigation.

26 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

27 127. Pursuant to the PAGA, on **June 2, 2026**, Plaintiffs, via counsel, sent
28 correspondence to the LWDA and Defendants via certified U.S. Mail indicating that

1 Plaintiffs are pursuing the claims alleged in this Complaint.

2 128. The statutory waiting period applicable to the above-referenced letter has
3 expired, and the LWDA did not serve Plaintiffs with notice of its intent to investigate
4 the alleged violations within the statutory period set forth in Labor Code §
5 2699.3(a)(2)(A).

6 129. Therefore, Plaintiffs have exhausted their administrative remedies to
7 pursue claims and remedies as authorized by the PAGA.

8 130. The causes of action alleged herein are appropriately suited for a
9 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

10 a. This action involves allegations of violations of provisions of
11 the California Labor Code that provide for a civil penalty to be
12 assessed and collected by the LWDA or any departments,
13 divisions, commissions, boards, agencies, or employees;

14 b. Plaintiffs are “aggrieved employees” because Defendants
15 employed the named Plaintiff and Plaintiff is the victim of one
16 or more of the Labor Code violations alleged in this Complaint
17 committed by the Defendants; and

18 c. Plaintiffs have satisfied the procedural requirements of
19 Labor Code § 2699.3, as set forth above.

20 **FIRST CAUSE OF ACTION**

21 **Individual and Representative Claim via the PAGA for**
22 **Failure to Pay State Minimum/Regular/Local Wages**
23 **in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194,**
24 **1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order**
25 **(Against all Defendants)**

26 131. Plaintiffs reallege and incorporate by reference the foregoing allegations
27 as though set forth herein.

28 132. Pursuant to California law, including but not limited to Labor Code §§

1 200, 218, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and local law, such as the
2 County of San Diego, it is unlawful for a California employer to suffer or permit an
3 employee to work without paying wages for all hours worked, as required by the
4 applicable Industrial Welfare Commission (IWC) Wage Order and/or local law.

5 133. Plaintiffs are informed and believe and based thereupon allege that
6 during all times relevant, Plaintiffs were not paid minimum/regular/local jurisdiction
7 wages for all hours suffered or permitted to work in violation of California law.

8 134. During all times relevant, Defendants were required to pay Plaintiffs and
9 Aggrieved Employees their respective hourly rates for all hours worked and/or
10 minimum wages per state law or applicable local law.

11 135. During all times relevant, at least one of the IWC Wage Orders applied
12 to Plaintiffs' employment with Defendants.

13 136. Pursuant to the applicable Wage Order, "hours worked" include the time
14 during which an employee is "suffered or permitted to work, whether or not required
15 to do so."

16 137. During the PAGA Period and based on the misconduct alleged above,
17 Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular/local
18 wages for all hours suffered or permitted to work in violation of state and/or local
19 law.

20 138. Labor Code § 1194 subdivision (a) permits an action to recover wages
21 because of the payment of a wage less than the minimum wage "applicable to the
22 employee" including attorneys' fees, costs, and interest.

23 139. At all material times, Defendants were and/or are Aggrieved
24 Employees' employers or persons acting on behalf of Aggrieved Employees'
25 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
26 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
27 Labor Code or any provision regulating hours and days of work in any Order of the
28 Industrial Welfare Commission and, as such, are subject to civil penalties for each

1 underpaid employee as set for in Labor Code § 558.

2 140. In committing the violations of state law as herein alleged, Plaintiffs are
3 informed and believe, and based thereon allege, that Defendants knowingly and
4 willfully refused to perform their obligations to compensate Aggrieved Employees for
5 all wages earned and all hours worked.

6 141. As a direct result, Aggrieved Employees have suffered and continue to
7 suffer substantial losses related to the use and enjoyment of such compensation,
8 wages, lost interest on such monies and expenses and attorneys' fees in seeking to
9 compel Defendants to fully perform their obligations under state and/or local law.

10 142. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
11 California, seeks all civil penalties authorized by law for Defendants' violations of the
12 Labor Code alleged herein, including any enhanced penalties authorized by Labor
13 Code § 2699(f), in amounts to be determined according to proof.

14 **SECOND CAUSE OF ACTION**

15 **Individual and Representative Claim for Penalties via the PAGA for** 16 **Failure to Comply with the Meal and Rest Break Requirements Under Labor** 17 **Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order** 18 **(Against all Defendants)**

19 143. Plaintiffs reallege and incorporate by reference the foregoing allegations
20 as though set forth herein.

21 144. Based on the misconduct alleged in this Complaint, Defendants failed to
22 pay Plaintiffs and Aggrieved Employees premium pay for all their missed meal and
23 rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

24 145. Because of Defendants' illegal pay practices, said Defendants failed to
25 pay Plaintiffs and Aggrieved Employees for all meal and rest breaks despite their
26 requirement under California law and, as such, all culpable Defendants are required to
27 pay Plaintiffs and Aggrieved Employees for rest break and/or meal break premium
28 wages.

1 146. Defendants also failed to provide Plaintiffs and Aggrieved Employees,
2 legally-compliant meal and rest periods, or compensation in lieu thereof, during their
3 employment by said Defendants.

4 147. At all material times, Defendants were and/or are Aggrieved Employees'
5 employers or persons acting on behalf of Aggrieved Employees' employer, within the
6 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
7 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
8 regulating hours and days of work in any Order of the Industrial Welfare Commission
9 and, as such, are subject to penalties for each underpaid employee as set for in Labor
10 Code § 558.

11 148. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
12 California, seeks all civil penalties authorized by law for Defendants' violations of the
13 Labor Code alleged herein, including any enhanced penalties authorized by Labor
14 Code § 2699(f), in amounts to be determined according to proof.

15 **THIRD CAUSE OF ACTION**

16 **Individual and Representative Claim via the PAGA for** 17 **Failure to Timely Pay Earned Wages Upon Separation of Employment in** 18 **Violation of California Labor Code §§ 201, 202, 203, 204, 204b, 204.2, 210,** 19 **218.5, 218.6, 256, and 1198 via the applicable Wage Order**

20 (Against all Defendants)

21 149. Plaintiffs reallege and incorporate by reference the foregoing allegations
22 as though set forth herein.

23 150. Pursuant to Labor Code § 201, "If an employer discharges an employee,
24 the wages earned and unpaid at the time of discharge are due and payable
25 immediately."

26 151. Pursuant to Labor Code § 202, "If an employee not having a written
27 contract for a definite period quits his or her employment, his or her wages shall
28 become due and payable not later than 72 hours thereafter, unless the employee has

1 given 72 hours previous notice of his or her intention to quit, in which case the
2 employee is entitled to his or her wages at the time of quitting.”

3 152. Labor Code § 203 provides, in pertinent part: “If an employer willfully
4 fails to pay, without abatement or reduction, ... any wages of an employee who is
5 discharged or who quits, the wages of the employee shall continue as a penalty from
6 the due date thereof at the same rate until paid or until an action therefore is
7 commenced; but the wages shall not continue for more than 30 days. ...”

8 153. Pursuant to Labor Code § 204, “all wages ... earned by any person in
9 any employment are due and payable twice during each calendar month, on days
10 designated in advance by the employer as the regular paydays.”

11 154. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid
12 employee during any calendar week and prior to or on the regular payday shall be
13 paid for not later than the regular payday of the employer for such weekly-paid
14 employee falling during the following calendar week.”

15 155. Defendants failed to properly pay Plaintiff and Aggrieved Employees
16 pursuant to the requirements of the Labor Code, including but not limited to §§ 201,
17 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, and 256, and Plaintiffs therefore seek
18 civil penalties.

19 156. To date, Defendants have not paid terminated Aggrieved Employees all
20 earned wages as required by law and have failed, and continue to fail, to timely pay
21 current employees as required by law.

22 157. At all material times, Defendants and DOES 1 through 10 were and/or
23 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
24 Employees’ employer, within the meaning of California Labor Code § 558, who
25 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
26 Labor Code or any provision regulating hours and days of work in any Order of the
27 Industrial Welfare Commission and, as such, are subject to penalties for each
28 underpaid employee as set for in Labor Code § 558.

1 158. In committing the violations of state law as herein alleged, Defendants
2 have knowingly and willfully refused to perform their obligations to compensate
3 Aggrieved Employees for all wages earned and all hours worked.

4 159. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
5 California, seeks all civil penalties authorized by law for Defendants' violations of the
6 Labor Code alleged herein, including any enhanced penalties authorized by Labor
7 Code § 2699(f), in amounts to be determined according to proof.

8 **FOURTH CAUSE OF ACTION**

9 **Individual and Representative Claim for Penalties via the PAGA for**
10 **Violations of California Labor Code §§ 226, 226.3, 226.6,**
11 **and 1198 via the applicable IWC Wage Order**
12 **(Against all Defendants)**

13 160. Plaintiffs reallege and incorporate by reference the foregoing allegations
14 as though set forth herein.

15 161. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
16 pertinent part, that every employer shall, "semimonthly or at the time of each
17 payment of wages, shall furnish to his or her employees, either as a detachable part of
18 the check, draft, or voucher paying the employee's wages, or separately if wages are
19 paid by personal check or cash, an accurate itemized statement in writing showing (1)
20 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
21 piece-rate units earned and any applicable piece rate if the employee is paid on a
22 piece-rate basis, (4) all deductions, provided that all deductions made on written
23 orders of the employee may be aggregated and shown as one item, (5) net wages
24 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
25 name of the employee and only the last four digits of his or her social security
26 number..., (8) the name and address of the legal entity that is the employer. . . , and
27 (9) all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate by the employee and, beginning July 1,

1 2013, if the employer is a temporary services employer as defined in Section 201.3,
2 the rate of pay and the total hours worked for each temporary services assignment. . .”

3 162. Based on the foregoing allegations, Defendants failed to provide Plaintiff
4 and Aggrieved Employees with accurate, legally compliant wage statements during
5 the Representative Period and Plaintiffs therefore assert this claim as both a stand-
6 alone and derivative violation.

7 163. At all material times, Defendants were and/or are Aggrieved Employees’
8 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
9 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
10 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
11 regulating hours and days of work in any Order of the Industrial Welfare Commission
12 and, as such, are subject to penalties for each underpaid employee as set for in Labor
13 Code § 558.

14 164. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
15 California, seeks all civil penalties authorized by law for Defendants’ violations of the
16 Labor Code alleged herein, including any enhanced penalties authorized by Labor
17 Code § 2699(f), in amounts to be determined according to proof.

18 **FIFTH CAUSE OF ACTION**

19 **Individual and Representative Claim for Penalties via the PAGA** 20 **For Failure to Maintain Required Records in Violation of California** 21 **Labor Code §§ 226, 247.5, 432, 1174, 1198.5, 2751,** 22 **and 1198 via the Applicable Wage Order**

23 (Against All Defendants)

24 165. Plaintiffs reallege and incorporate by reference the foregoing allegations
25 as though set forth herein.

26 166. California Labor Code § 226, subdivision (b), requires employers doing
27 business in the State of California to “afford current and former employees the right
28 to inspect or copy records pertaining to their employment, upon a reasonable request

1 to the employer...” and subdivision (c), requires employers to produce such records
2 within “21 calendar days from the date of the request.”

3 167. Plaintiff maintains the records requested fall within the meaning of
4 Labor Code § 226 because, among other reasons, the requested documents are
5 “records pertaining to [Plaintiff’s] employment.”

6 168. California Labor Code § 247.5, provides, “An employer shall keep for at
7 least three years records documenting the hours worked and paid sick days accrued
8 and used by an employee, and shall allow the Labor Commissioner to access these
9 records pursuant to the requirements set forth in Section 1174. An employer shall
10 make these records available to an employee in the same manner as described in
11 Section 226.”

12 169. California Labor Code § 432, subdivision (b), requires employers doing
13 business in the State of California to provide current, former employees, and
14 applicants copies of all written instruments they sign upon request.

15 170. Plaintiff maintains the records requested fall within the meaning of
16 Labor Code § 432 because some of the records requested constitute written
17 instruments the Plaintiff signed.

18 171. California Labor Code § 1198.5, *et seq.*, similarly provides current and
19 former employees the right to inspect their employee personnel records and requires
20 the employer to provide the employee access to such records no later than 30 calendar
21 days from the date the employer receives a written request.

22 172. Plaintiff maintains the records requested fall within the meaning of
23 Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiff’s
24 personnel file within the meaning of Labor Code § 1198.5.

25 173. As it pertains to “records,” § 7 of Wage Order 4, in relevant part,
26 provides:

27 (A) Every employer shall keep accurate information with
28 respect to each employee including the following:

(3) **Time records showing when the employee begins and ends each work period.** Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. **This information shall be made readily available to the employee upon reasonable request.**

Wage Order 4, § 7 (emphasis added).

174. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for any violations of Labor Code §§ 226, 247.5, 432, 1174, 1198, and 1198.5 for failing to maintain certain records which employers are required to maintain, including but not limited to, an accurate record indicating the number of hours worked by the Plaintiffs.

175. Section 7 of the applicable Wage Order requires every employer to maintain time and payroll records.

176. Defendants failed to comply with § 7 of the applicable IWC Orders and with Labor Code § 1174 by failing to maintain certain records which employers are required to maintain, including but not limited to, all wage records.

177. California Labor Code § 2751 requires an employer, whenever an employment contract involves commissions as a method of payment for services rendered in California, to put the commission agreement in writing and set forth the method by which the commissions shall be computed and paid.

178. Defendant expressly identified commission as a basis of Plaintiff's compensation in Plaintiff's Labor Code § 2810.5 Notice to Employee.

179. Yet, based upon the personnel and payroll records Defendant has produced to date, Defendant has not produced a written commission agreement

1 applicable to Plaintiff setting forth the method by which Plaintiff's commissions were
2 to be computed and paid.

3 180. Plaintiff is therefore informed and believes, and thereon alleges, that
4 Defendant failed to provide Plaintiff with a written commission agreement compliant
5 with Labor Code § 2751 and/or failed to maintain and provide Plaintiff with a signed
6 copy of such agreement, in violation of Labor Code § 2751.

7 181. At all material times, Defendants were and/or are Aggrieved Employees'
8 employers or persons acting on behalf of Aggrieved Employees' employer, within the
9 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
10 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
11 regulating hours and days of work in any Order of the Industrial Welfare Commission
12 and, as such, are subject to penalties for each underpaid employee as set for in Labor
13 Code § 558.

14 182. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
15 California, seeks all civil penalties authorized by law for Defendants' violations of the
16 Labor Code alleged herein, including any enhanced penalties authorized by Labor
17 Code § 2699(f), in amounts to be determined according to proof.

18 **SIXTH CAUSE OF ACTION**

19 **Individual and Representative Claim for Penalties via the PAGA Claim for**

20 **Failure to Reimburse Business Expenses**

21 **in Violation of Labor Code §§ 1198 and 2802**

22 **(Against All Defendants)**

23 183. Plaintiffs reallege and incorporate by reference the foregoing allegations
24 as though set forth herein.

25 184. Pursuant to California Labor Code § 2802, an employer must indemnify
26 its employees "for all necessary expenditures or losses incurred by the employee in
27 direct consequence of the discharge of his or her duties"

28 185. Plaintiffs made necessary expenditures and incurred losses as a direct

1 consequence of the discharge of their duties and in obedience to the directions of
2 Defendants including, but not limited to, mileage, automobile, cell phone, and internet
3 expenses.

4 186. On information and belief, Defendants knew Plaintiffs were incurring the
5 expenses and were responsible for reimbursing Aggrieved Employees for their
6 expenditures and losses as a direct consequence of the discharge of their duties, but
7 failed to do so.

8 187. At all material times, Defendants were and/or are Aggrieved Employees'
9 employers or persons acting on behalf of Aggrieved Employees' employer, within the
10 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
11 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
12 regulating hours and days of work in any Order of the Industrial Welfare Commission
13 and, as such, are subject to penalties for each underpaid employee as set for in Labor
14 Code § 558.

15 188. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
16 California, seeks all civil penalties authorized by law for Defendants' violations of the
17 Labor Code alleged herein, including any enhanced penalties authorized by Labor
18 Code § 2699(f), in amounts to be determined according to proof.

19 **SEVENTH CAUSE OF ACTION**

20 **Individual and Representative Claim for Civil Penalties Under the PAGA for**
21 **Violations of Labor Code §§ 245-259 and**
22 **Municipal Paid Sick Leave Ordinances**

23 (Against all Defendants)

24 189. Plaintiffs reallege and incorporate by reference the foregoing allegations
25 as though set forth herein.

26 190. Under Labor Code §§ 245-259, and in some jurisdictions local law,
27 employers in California must provide employees with paid sick leave to be paid at a
28 specified rate of pay which must factor in additional earnings during a given pay

1 period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals*, 88 Cal.
2 App. 5th 742 (2023).

3 191. Defendants failed to pay sick leave to Aggrieved Employees in
4 compliance with California law.

5 192. Defendants have failed to (1) provide paid sick leave; (2) include
6 required information about paid sick leave in wage notices and/or wage statements,
7 including without limitation information on the amount of paid sick leave hours
8 accrued; (3) provide required information about paid sick leave to employees,
9 including without limitation at the time of hire; (4) at the time of hire, provide
10 employees with written notice of the employer's name, address, and telephone
11 number; (5) provide required information about paid sick leave in English, Spanish,
12 Chinese, and in all languages spoken by 5% or more of the employees; (6) post
13 required sick leave notices; (7) maintain payroll records; and/or (8) provide wage
14 statements, and therefore Defendants have violated one or more municipal sick leave
15 ordinances, including without limitation the sick leave ordinances of Berkeley,
16 Emeryville, Long Beach, San Diego, Oakland, San Diego, San Francisco, and Santa
17 Monica.

18 193. The PAGA imposes upon Defendants, and each of them, civil penalties
19 for violating Labor Code §§ 246 and 246(l).

20 194. Civil penalties under the PAGA are equitable in nature. *Nationwide*
21 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279 (2020).

22 195. At all material times, Defendants were and/or are Aggrieved Employees'
23 employers or persons acting on behalf of Aggrieved Employees' employer, within the
24 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
25 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
26 regulating hours and days of work in any Order of the Industrial Welfare Commission
27 and, as such, are subject to penalties for each underpaid employee as set for in Labor
28 Code § 558.

1 196. Pursuant to Labor Code § 2699, Plaintiff, on behalf of the State of
2 California, seeks all civil penalties authorized by law for Defendants' violations of the
3 Labor Code alleged herein, including any enhanced penalties authorized by Labor
4 Code § 2699(f), in amounts to be determined according to proof.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

7 1. That Defendants be found liable to the Plaintiffs on behalf of the State of
8 California and Aggrieved Employees;

9 2. For all remedies available to the Plaintiffs on behalf of the State of
10 California and Aggrieved Employees under the applicable provisions of the Labor
11 Code via the PAGA Labor Code § 2698, *et seq.* including an award of attorneys' fees,
12 costs, interest, and penalties according to proof to the extent permitted by law;

13 3. For maximum civil penalties available to the Plaintiffs on behalf of the
14 State of California and Aggrieved Employees under the Labor Code and applicable
15 Wage Order as described more particularly in this Complaint, representative PAGA
16 claims including the payment of wages as set forth in Labor Code § 558;

17 4. That Plaintiffs on behalf of the State of California and Aggrieved
18 Employees be awarded reasonable attorneys' fees where available by law, including
19 but not limited to pursuant to Labor Code § 2698, *et seq.*, Code of Civil Procedure §
20 1021.5, and/or other applicable laws; and

21 5. For any other relief the Court may deem just, proper, and equitable,
22 including but not limited to injunctive relief requiring, among other things, that
23 Defendants comply with the Labor Code.

24 Dated: August 10, 2026

Law Office of Thomas D. Rutledge

26 By: /s/Thomas D. Rutledge
27 Thomas D. Rutledge, Esq.
28 Attorneys for the Plaintiffs