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FILED
Superior Court of California
County of Los Angeles
08/07/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Strano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOHN CASTRO, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

WILD CARD MEDIA, LLC, a California Limited Liability Company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 26STCV17073

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

(1) FAILURE TO PAY ALL OVERTIME WAGES (LABOR CODE §§ 204, 510, 515, 558, 1194 AND 1198);

(2) MINIMUM WAGE VIOLATIONS (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);

(3) MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, 558);

(4) REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7 AND 516);

(5) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (LABOR CODE §§ 2802, 2804);

(6) WAGE STATEMENT VIOLATIONS (LABOR CODE § 226 *et seq.*);

(7) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*) and

(8) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq*.).

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

Plaintiff John Castro ("Plaintiff"), on behalf of himself and all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint against Defendants Wild Card Media, LLC; and DOES 1 through 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this class and representative action for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et. seq*., Labor Code §§ 204, 226, 226.7, 510, 515, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698, *et seq.*, and Industrial Welfare Commission Wage Order No. 12 ("Wage Order 12"), in addition to seeking declaratory relief and restitution. This class action is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have an agent or agents within the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of service of process. In addition, Defendants' principal place of business is in Los Angeles County.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee (although, as described herein, he was misclassified as an independent contractor). Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed to him by California Labor Code §§ 204, 226, 226.7, 510, 515, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et seq.*, and Business & Professions Code § 17200 *et seq.*

(Unfair Competition), and Wage Order 12, which sets employment standards for the Motion Picture Industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the statute of limitations applicable to each cause of action alleged herein, Defendants did (and do) business by creating commercials, advertising, and other content for motion pictures, television shows, and products and were and are headquartered within Los Angeles County, California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to further amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partner, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Class Members (as defined below) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Class (as defined below).

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course

and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members, as defined below.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff worked for Defendants as a "Finisher" from approximately October 7, 2020 to present.

10. During Plaintiff's employment with Defendants, Defendants failed to pay Plaintiff and other non-exempt employees for all minimum and overtime wages owed. Specifically, Defendants misclassified Plaintiff and other non-exempt employees as "exempt" employees for the purposes of overtime. However, despite classifying him as "exempt" from overtime, Defendants still agreed to pay Plaintiff overtime when he worked in excess of 45 hours per week. Other non-exempt employees were also misclassified as exempt but were not paid any overtime wages at all. As a result of Defendants' unlawful misclassification of Plaintiff and other non-exempt employees as exempt, Defendant did not pay Plaintiff and other non-exempt employees for all hours worked as Defendants only paid Plaintiff and other non-exempt employees for a set number of hours each week even when those employees worked over the set number of hours.

11. Moreover, on those rare occasions when Defendants did pay Plaintiff and the putative class members overtime wages, Defendants failed to pay their overtime at a rate of 1.5 times their regular rate of pay and or 2.0 times their regular rate of pay for hours worked over 12.0 hours in a workday or for those hours worked in excess of 8 hours on the seventh consecutive workday. Instead, Defendants improperly calculated Plaintiff and other non-exempt employees' regular rate for the purpose of paying overtime by improperly including overtime hours when calculating their hourly rates from their annual salaries. As a result of its failure to properly calculate Plaintiff's and other non-exempt employees' overtime wages at the correct rate, Defendants failed to pay Plaintiff and other non-exempt employees all overtime and doubletime wages owed.

12. Defendants failed to provide Plaintiff and other putative class members with all legally compliant meal periods due to Defendants' meal period policies/practices, which have

resulted in missed and interrupted first meal periods. Furthermore, Plaintiff was not provided a second meal period when he worked shifts in excess of 10.0 hours due to Defendants' meal period policies/practices, which failed to provide second meal periods for shifts in excess of 10.0 hours. On those occasions when Plaintiff was not provided with all legally-required meal periods to which he was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

13. Defendants also failed to authorize and permit Plaintiff and similarly situated employees to take all duty-free 10-minute rest periods for every four hours worked, or major fraction thereof, including third rest periods when Plaintiff worked over 10.0 hours. Specifically, Plaintiff was often interrupted during his rest periods with work related tasks and/or was required to skip his rest periods due to work demands. On occasions when Plaintiff and other non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendants failed to compensate Plaintiff and other non-exempt employees with an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code section 226.7.

14. Defendants also failed to adequately reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to, use of their personal cellular phones, internet for work activities, laptop, monitors, and other tools needed in the course of their work.

15. As a result of Defendants' failure to pay all minimum and overtime wages and meal and rest period premiums, Defendants maintained inaccurate payroll records and issued inaccurate wage statements.

CLASS ACTION ALLEGATIONS

16. Class Definitions: Plaintiff brings this Complaint on behalf of himself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all of Defendants' current and former employees in California who were classified as "exempt" and paid pursuant to a fixed salary, during the four years immediately preceding the filing of the Complaint through the present.

b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California consists of all of Defendants' current and former employees in California who were classified as "exempt" and paid pursuant to a fixed salary, during the four years immediately preceding the filing of the Complaint through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of the Complaint through the present.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, during the four years immediately preceding the filing of the Complaint through the present.

e. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees who were not adequately reimbursed for reasonable and necessary expenditures in connection with their employment with Defendants, during the four years immediately preceding the filing of the Complaint through the present.

f. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who have received a wage statement from Defendants during the one year immediately preceding the filing of the Complaint through the present.

17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes

and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes number is in excess of one hundred (100) individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation, to:

i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

iv. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;

v. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

vi. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code § 226.7;

vii. Whether Defendants' policies and/or practices regarding reasonable and necessary business expenditures resulted in the failure to properly reimburse members of the Employee Expense Class; and

viii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226.

19. **Predominance of Common Questions:** Common questions of law and fact

predominate over questions that affect only individual members of the Classes. The common questions of law and fact set forth above are numerous and substantial and stem from Defendants' uniform policies and/or practices applicable to each individual class member including, but not limited to, Defendants' pay plans, and meal and rest period policies and/or practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not properly paid minimum and overtime wages due to Defendants' policies/practices, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed and/or non-compliant meal and rest periods, and was not reimbursed for necessary business expenses, and was not issued accurate itemized wage statements.

21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

22. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate

procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24. Wage Order 12, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

25. At all relevant times herein, Defendants failed to conform their pay practices to

the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 5.

26. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

27. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 5.

28. The foregoing practices and policies are unlawful and create an entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and 1198, Wage Order 5, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198, which provides that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

31. At all times relevant herein, Defendants were required to properly compensate

non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 12. Wage Order 12, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek as well as double times the employee's regular rate of pay for hours worked over 12.0 hours or in excess of 8 hours on the seventh consecutive workday. Defendants caused Plaintiff to work overtime hours but did not compensate Plaintiff or members of the Overtime Class with one and one-half times or double their regular rate of pay for such hours.

32. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

34. Plaintiff is informed and believe, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 12, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

35. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 12, including interest thereon, statutory penalties, civil penalties, and costs of suit.

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FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

37. Wage Order 12, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

38. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

39. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE EMPLOYEES FOR

NECESSARY BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

41. Based on information and belief, Defendants required Plaintiff and members of the Employee Expense Class to use their personal cellular phones but failed to provide adequate reimbursement.

42. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

43. At all relevant times herein, Defendants were subject to Labor Code § 2804, which

states that, "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

44. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, and Wage Order 12, § 9, Plaintiff and members of the Employee Expense Class were damaged in sums, which will be shown according to proof.

45. Plaintiff and members of the Employee Expense Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

46. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue from the date on which they incurred the necessary expenditure.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

48. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, total net wages earned, and the correct name of the legal entity that is the employer in violation of Labor Code § 226 *et seq*.

49. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of minimum and overtime wages and meal and rest period premium wages owed, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

50. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq*., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq*.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

52. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business & Professions Code § 17200 *et seq*., by: (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b) failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to provide Plaintiff and members of the Meal Period Class with all meal periods to which they are entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or failing to pay them rest period premiums payments; (e) knowingly failing to furnish Plaintiff and the Wage Statement Class with all accurate and complete, itemized wage statements in violation of Labor Code § 226; and (g) failing to provide adequate reimbursement for all reasonable and necessary business expenditures.

53. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

54. Because Plaintiff is a victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for themselves and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203

and 17208.

55. The acts complained of herein occurred within the last four years immediately preceding the filing of the Plaintiff's Complaint.

56. Plaintiff was compelled to retain the services of counsel to file this Complaint to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

57. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

58. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants, personally suffered each of the violations alleged herein during the applicable PAGA limitations period, and seeks civil penalties under the Private Attorneys General Act on behalf of himself and other current and former employees against whom one or more of the same Labor Code violations was committed.

59. Defendants committed Labor Code violations against Plaintiff and other aggrieved employees by:

a. Failing to pay Plaintiff and other aggrieved employees all overtime compensation earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

b. Failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

c. Failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiff and other aggrieved employees at their respective regular rates of compensation for meal period violations in violation of Labor

Code §§ 226.7, 512, 558, and 1198;

d. Failing to authorize and permit Plaintiff and other aggrieved employees to take all lawful rest periods to which they were entitled, and failing to pay rest period premiums to Plaintiff and other aggrieved employees at their respective regular rates of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;

f. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, and compliant itemized wage statements in violation of Labor Code § 226;

g. Failing to pay Plaintiff and other aggrieved employees sick pay at the employee's regular rate of pay in violation of Labor Code §§ 245 *et seq*., 246, 246.8 1194, 1194.2 and 1197;

h. Failing to pay Plaintiff and other aggrieved employees all wages earned at least twice during each calendar month in violation of Labor Code § 204; and

i. Failing to maintain accurate records for Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198;

60. On June 1, 2026, Plaintiff gave written notice by online filing with the California Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendants of the specific Labor Code provisions alleged to have been violated, including the facts and theories supporting those violations. As of the filing of this First Amended Class and Representative Action Complaint, more than sixty-five (65) calendar days have passed since Plaintiff gave notice to Defendants and the LWDA, and the LWDA has not provided notice that it intends to investigate. Plaintiff has therefore satisfied the administrative prerequisites for bringing this PAGA claim.

61. For purposes of this cause of action, the "PAGA Period" is June 1, 2025, through the present. Plaintiff seeks all civil penalties recoverable under PAGA for himself, other

aggrieved employees, and the State of California, distributed as required by Labor Code § 2699, together with attorneys' fees and costs under Labor Code § 2699(k)(1).

PRAYER

WHEREFORE, Plaintiff prays for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;

3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;

4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;

6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;

10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq*.;

11. Upon the Eighth Cause of Action, for all civil penalties recoverable under the Private Attorneys General Act, including penalties available under Labor Code §§ 210, 558, 1197.1, 226.3, and 2699(a) and (f), based on the Labor Code violations identified in Paragraph 59(a)-(i), according to proof and as permitted by law, with distribution as required by Labor Code

§ 2699;

12. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, 2699(g), 2802(c), and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

14. For such other and further relief, the Court may deem just and proper.

Dated: August 7, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: August 7, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorney for Plaintiff