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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

ADELAIDA CABALLERO, individually, and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

HARBINGER GROUP, LLC dba MISIONERO, a California Limited Liability Company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 26CV004113

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

1. Failure to Pay Minimum and Straight-Time Wages (Lab. Code §§ 1182.12, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Breaks (Lab. Code § 226.7);
5. Failure to Timely Pay Wages Owed Every Pay Period During Employment (Lab. Code § 204);
6. Failure to Timely Pay Wages Upon Separation of Employment (Lab. Code §§ 201-203);
7. Failure to Furnish Timely, Accurate Itemized Wage Statements (Lab. Code § 226)
8. Failure to Reimburse Employees for Necessary, Business-Related Expenses (Lab. Code § 2802);
9. Failure to Keep and Maintain Required Records (Lab. Code §§ 226, 1174);
10. Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
11. Civil Penalties Under Private Attorneys General Act of 2004 (Lab. Code §§ 2698; *et seq.*)

DEMAND FOR JURY TRIAL

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FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

Plaintiff ADELAIDA CABALLERO ("Plaintiff"), on behalf of herself and all others similarly situated and aggrieved, by and through her attorneys, Wilshire Law Firm, hereby files this First Amended Class and Representative Action Complaint against Defendant HARBINGER GROUP, LLC doing business as MISIONERO, a California Limited Liability Company; and DOES 1 through 10, inclusive, (collectively, "Defendants"), and states as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendants for California Labor Code violations and unfair, unlawful, and/or fraudulent business practices stemming from Defendants' failure to pay for all hours worked (minimum, straight-time, and overtime wages); failure to provide legally compliant meal periods, failure to authorize and permit legally compliant rest breaks; failure to timely pay wages owed every pay period during employment; failure to timely pay all wages owed upon separation of employment; failure to furnish timely, accurate itemized wage statements; failure to reimburse all necessary, business-related expenses; failure to keep and maintain required records; and for unfair, unlawful, and/or fraudulent business practices.

2. Plaintiff brings the First through Tenth Causes of Action, individually, and on behalf of a Class of certain current and former employees of Defendants (collectively, the "Class" or "Class Members," defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendant in California as hourly-paid or non-exempt employees during the statute of limitations period applicable to the claims pleaded herein.

3. Plaintiff brings the Eleventh Cause of Action under California's Private Attorneys General Act of 2004 ("PAGA") to recover civil penalties from Defendants on behalf of herself, the State of California, and current and former hourly-paid and non-exempt employees who work/worked for Defendants in the State of California during the statute of limitations period for her PAGA claim ("Aggrieved Employees").

4. Defendants own/owned and operate/operated a business within the State of California, including in Monterey County. As such and based upon all the facts and circumstances

incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

5. Despite these requirements, throughout the statutory period, Defendants have:

(a) Failed to pay Class Members for all hours worked, including all minimum, straight-time, and overtime wages, in compliance with the California Labor Code and IWC Wage Orders;

(b) Failed to keep and maintain accurate records of all hours worked, including all meal periods taken or missed;

(c) Failed to provide Class Members timely, full-length, and duty-free, uninterrupted meal periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour of pay at the regular rate for each workday with a meal period violation;

(d) Failed to authorize and permit Class Members to take timely, duty-free, full-length rest breaks in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour of pay at the regular rate for each workday with a rest break violation;

(e) Failed to reimburse Class Members for all necessary, business-related expenditures incurred in carrying out their duties of employment, as required by the California Labor Code and IWC Wage Orders; and

(f) Failed to provide Class Members with timely, accurate itemized wage statements containing all information required by the California Labor Code and IWC Wage Orders; and

(g) Willfully failed to pay Class Members all outstanding minimum wages, straight-time wages, overtime wages, meal period premium wages, and/or rest break premium wages due to each separating Class Member at the time of separation from Defendants, within the applicable time period set forth under the California Labor Code.

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6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each of the foregoing paragraphs as employers of Plaintiff and Class Members. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of *respondeat superior*.

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in Monterey County, California as an hourly-paid, non-exempt employee in the position of Replenishment Specialist from approximately March 17, 2025 through July 30, 2025. Plaintiff's job responsibilities included maintaining packaging inventory for outgoing produce and placing orders for shipping pallets and packaging materials.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law, as well as to add additional claims.

B. Defendants

10. Upon information and belief, Defendant HARBINGER GROUP, LLC doing business as MISIONERO ("MISIONERO") is a California Limited Liability Company, with its headquarters in 9777 Blue Larkspur Lane, Suite 101, Monterey, California 93940.[1] MISIONERO harvests produce, washes it, packages it, and then distributes it nationally. MISIONERO is at all times herein, an employer whose employees are engaged throughout this County. MISIONERO

[1] Defendants own and operate a business within the State of California. As such and based on all of the facts and circumstances incident to its business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

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directed and supervised Plaintiff's work.

11. Plaintiff alleges, on information and belief, that Defendants are, and at all times herein mentioned, were:

(a) Business entities that harvest produce (e.g., lettuce), wash it, package it, and then distribute it nationally;

(b) Business entities qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Monterey County; and,

(c) The former employers of Plaintiff and the current and/or former employer of the Class Members because Defendants engaged Plaintiff and the Class to work; and/or suffered and permitted Plaintiff and the Class to work, and/or controlled or had the power and authority to control the Class's wages, hours, or working conditions.

12. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as employer of Plaintiff and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of *respondeat superior*.

13. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants are in some manner legally responsible for the damages suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

14. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Class in the State of California.

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15. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and Class Members defined in the class definition below, and exercised control over Plaintiff and Class Members' wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each defendant acted pursuant to and within the scope of the relationships alleged above, that each defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other defendants.

JURISDICTION AND VENUE

16. This Court has jurisdiction over this matter because Plaintiff brings this Complaint for various violations of the Labor Code and California Industrial Welfare Commission ("IWC") orders, Defendants are business entities operating in California, and Plaintiff is a California resident.

17. This class action is brought pursuant to California Code of Civil Procedure section 382. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction. Plaintiff's share of damages, penalties, and other relief sought in this action does not exceed $75,000.

18. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the County of Monterey, California.

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ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. Defendants harvest produce, wash it, package it, and then distribute it to their customers nationally.

20. Plaintiff worked for Defendants in Monterey County, California as an hourly-paid, non-exempt employee from approximately March 17, 2025 through July 30, 2025 as a Replenishment Specialist. Plaintiff's job responsibilities included maintaining packaging inventory for outgoing produce and placing orders for shipping pallets and packaging materials. Defendants typically worked over 40 hours in a workweek, with 10- to 11-hour shifts 6 to 7 days a week.

21. Plaintiff brings this action against Defendants for Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (minimum, straight-time, and overtime wages); failure to provide meal periods; failure to authorize and permit rest breaks; failure to timely pay all wages owed every pay period during employment; failure to timely pay all wages upon separation of employment; failure to furnish timely, accurate wage statements; failure to reimburse employees for necessary, business-related expenses; failure to keep and maintain required records; and for unfair, unlawful, and/or fraudulent business practices. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative of the class.

22. Plaintiff brings these causes of action individually, on behalf of herself, and as a class action, on behalf of certain current and former employees of Defendants (collectively, the "Class" or "Class Members," defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

23. Defendants own/owned and operate/operated a business within the State of California, including in Monterey County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the Labor Code, Wage Orders issued by the IWC, and the California Business & Professions Code.

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24. Despite these requirements, throughout the statutory period, Defendants willfully failed to comply with the Labor Code and applicable IWC Wage Order with respect to Plaintiff and Class Members and instead maintained a systematic, company-wide policy and practice of committing Labor Code violations on a regular basis, including but not limited to:

(a) Failing to pay Plaintiff and Class Members for all hours worked, including minimum, straight-time, and overtime wages. For example, Defendants:

i. failed to pay Plaintiff and Class Members for all hours worked and failed to pay some of this unpaid work at the overtime rate, as required; and/or

ii. required Plaintiff and Class Members to continue working during unpaid meal periods; and/or

iii. failed to compensate Plaintiff and Class Members with meal period premiums and rest break premiums for noncompliant meal periods and rest breaks; and/or

iv. failed to maintain accurate records of the hours worked.

(b) Failing to provide Plaintiff and Class Members with timely, uninterrupted, duty-free meal periods. For example, Defendants:

i. required Plaintiff and Class Members to work in excess of five consecutive hours a workday without providing a timely 30-minute meal period; and/or

ii. required Plaintiff and Class Members to work in excess of five consecutive hours a workday without providing an uninterrupted, off-duty 30-minute meal period; and/or

iii. required Plaintiff and Class Members to work in excess of five consecutive hours a workday without providing a full-length 30-minute meal period; and/or

iv. failed to compensate Plaintiff and Class Members with meal period premiums for noncompliant meal periods; and/or

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v. failed to maintain accurate records of all meal periods Plaintiff and Class Members took or did not take.

(c) Failing to authorize and permit Plaintiff and Class Members to take timely, duty-free rest breaks. For example, Defendants:

i. required Plaintiff and Class Members to work in excess of four consecutive hours a workday without authorizing and permitting Plaintiff and Class Members to take a 10-minute, uninterrupted, duty-free rest break for every four hours of work (or major fraction of four hours); and/or

ii. failed to compensate Plaintiff and Class Members with rest-break premiums for noncompliant rest breaks; and/or

iii. continued to assert control over Plaintiff and Class Members by requiring, pressuring, or encouraging Plaintiff and Class Members to perform work tasks for Defendants' benefit instead of authorizing and permitting Plaintiff and Class Members to take compliant full-length, off-duty rest breaks.

(d) Failing to reimburse Plaintiff and Class Members for all necessary, business-related expenses Class Members incurred within the scope of their employment. For instance, Defendants:

i. failed to reimburse Plaintiff and Class Members for using their personal cell phones required to complete duties necessary for work.

(e) Failing to provide Plaintiff and Class Members with accurate, itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, such as the legal name of the employing entity and the entity's address; meal period/rest break premiums owed; the correct total number of hours worked, including the correct overtime hours worked; the correct rates of pay for each category of hours worked (e.g., straight-time rates, overtime rates); the correct net pay and the correct gross pay, both for

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the pay period and year to date; and the correct calculation of the regular rate of pay applicable to overtime hours worked.

(f) Failing to timely pay Plaintiff and Class Members their final pay due upon separation of employment, including, but not limited to, business-related expenses, minimum wages, straight-time wages, overtime wages, meal period premium wages, rest break premium wages, and accrued paid time off.

(g) Failing to timely pay all wages owed each pay period during Plaintiff and Class Members' employment.

(h) Failing to maintain required records including timekeeping and payroll records. For example, Defendants:

i. failed to keep and maintain records of the correct total hours Plaintiff and Class Members worked each workday; and/or

ii. failed to keep and maintain records of Plaintiff's and Class Members' correct start and stop times for their actual hours worked and meal periods or lack thereof each workday; and/or

iii. failed to keep and maintain records of Plaintiff's and Class Members' correct meal period premiums owed and rest break premiums owed; and/or

iv. failed to keep and maintain records of Plaintiff's and Class Members' correct overtime rates and overtime wages owed during employment; and/or

v. failed to keep and maintain records of Plaintiff's and Class Members' correct total gross and net pay each pay period and year to date.

25. On information and belief, Defendants, and each of them, were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

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26. As a result of these violations of Labor Code section 226(a), Plaintiff and Class Members suffered injury because, among other things:

(a) the violations led Plaintiff and Class Members to believe that they were not entitled to be paid minimum, straight-time, and overtime wages, meal period premium wages, and rest break premium wages, even though they were entitled;

(b) the violations led Plaintiff and Class Members to believe that they had been paid minimum, straight-time, and overtime wages, meal period premium wages, and rest break premium wages, even though they had not been;

(c) the violations led Plaintiff and Class Members to believe they were not entitled to be paid minimum, straight-time, and overtime wages, meal period premium wages, and rest break premium wages, all at the correct California rate, even though they were entitled to be paid as such;

(d) the violations led Plaintiff and Class Members to believe they had been paid minimum, straight-time, and overtime wages, meal period premium wages, and rest break premium wages at the correct California rate, even though they had not been;

(e) the violations hindered Plaintiff and Class Members from determining the amounts of minimum, straight-time, and overtime wages, meal period premium wages, and rest break premium wages owed to them;

(f) in connection with Plaintiff's and Class Members' employment before and during this action, and in connection with prosecuting this action, the violations required Plaintiff and Class Members to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to Plaintiff and Class Members, the violations caused them to lose entitlement and/or accrual of the full amount

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of Social Security, disability, unemployment, and other governmental benefits; and

(h) the wage statements inaccurately understated the hours, wage rates, and wages, to which Plaintiff and Class Members were entitled, and Plaintiff and Class Members were paid less than the wages and wage rates to which they were entitled.

27. Thus, Plaintiff and Class Members are owed the amounts provided for in Labor Code section 226(e) and injunctive relief under Labor Code section 226(h).

CLASS ACTION ALLEGATIONS

28. Plaintiff brings certain claims individually, on behalf of herself and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

29. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

30. The proposed[2] Class consists of and is defined as:

> All current and former hourly-paid or non-exempt employees who work or worked in California for any Defendant at any time during the period beginning four years before the filing of the initial complaint in this action through the first day of trial.

31. At all material times, Plaintiff was a member of the Class.

32. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

33. There is a well-defined community of interest in the litigation, and each member of the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the Class is unknown to Plaintiff at this time; however,

[2] Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class definition with greater particularity or further division into subclasses or limitation to particular issues.

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the Class is estimated to be greater than 100 individuals, and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims are typical of all Class Members' claims, as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly, and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, proposed Class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

(d) Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the Class Members in individually controlling the prosecution or defense of separate actions;

2) The extent and nature of any litigation concerning the controversy already commenced by or against Class Members;

3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and

4) The difficulties likely to be encountered in managing a class action.

34. Public Policy Considerations: The public policy of the State of California is to resolve the Labor Code claims of many employees through a class action. Indeed, current

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employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the Class Members not named in the complaint with a type of anonymity that allows for both their rights to be vindicated and their privacy protected.

35. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

(a) Failed to pay Class Members for all hours worked, including minimum, straight-time, and overtime wages;

(b) Failed to provide Class Members meal periods or else pay meal period premium wages;

(c) Failed to authorize and permit Class Members to take rest breaks or else pay rest break premium wages;

(d) Failed to reimburse Class Members for all necessary, business-related expenses;

(e) Failed to provide Class Members with timely, accurate itemized wage statements;

(f) Failed to provide Class Members with timely final wages upon separation of employment;

(g) Failed to timely pay all wages owed each pay period during Class Members' employment;

(h) Failed to keep and maintain required records; and

(i) Violated California Business & Professions Code sections 17200, *et. seq*. as a result of their unfair, unlawful, and/or fraudulent conduct described herein.

36. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure section 382 because:

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(a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;

(c) The Class Members are so numerous that it is impractical to bring all members of the Class before the Court;

(d) Plaintiff and the other Class Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

(e) There is a well-defined community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate Class Members for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual Class Members, which would establish incompatible standards of conduct for Defendants; and/or

2) Multiple adjudications brought by individual Class Members, which would, as a practical matter, be dispositive of the interests of other non-party Class Members to those adjudications, or would substantially impair or impede non-party Class Members' ability to protect their interests, including but not limited to the potential that funds available from Defendants would be exhausted by those multiple adjudications; and

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

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37. Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to Class Members and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

Failure to Pay All Minimum and Straight-Time Wages for All Hours Worked in Violation of Cal. Lab. Code §§ 510, 1194, 1194.2, and 1197

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

38. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

39. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

40. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff and Class Members compensation for all hours worked. For example, Defendants required Plaintiff and Class Members to perform work off-the-clock, without compensation, which typically occurred between shifts (off-shift). For example, Plaintiff and Class Members were required to respond to calls and text messages from supervisors regarding work-related issues and questions while off the clock. In addition, Defendants required Plaintiff and Class Members to perform work during off-the-clock meal periods and paid rest breaks in order to keep up with the heavy workload. By their failure to compensate Class Members for each hour worked as alleged above, Defendants willfully violated the provisions of Labor Code section 1194, and any additional applicable Wage Order provisions that require such compensation to non-exempt employees.

41. Accordingly, Plaintiff and Class Members are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

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42. By and through the conduct described above, Plaintiff and Class Members have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

43. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and Class Members for their non-overtime hours worked without pay, Plaintiff and Class Members suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and Class Members and which will be ascertained according to proof at trial.

44. By failing to keep adequate time records required by Labor Code section 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and Class Members.

45. Pursuant to Labor Code section 1194.2, Plaintiff and Class Members are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

46. Plaintiff and Class Members are also entitled to seek recovery of all unpaid minimum and straight-time wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code sections 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

Failure to Pay All Overtime Wages

in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 13-2001, § 3

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

47. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

48. California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay overtime wages payable at the rate of at least 1.5 times the regular rate of pay for more than eight hours in a workday or more than 40 hours in a workweek. Employees are entitled to double overtime wages payable at the rate of at least twice the regular rate of pay for work in excess of 12 hours in a workday or work in excess of eight hours on any seventh day of a workweek. For purposes of computing the overtime rate of compensation required to be paid to a non-exempt full-time salaried employee, the employee's regular hourly rate shall be 1/40th of the employee's weekly salary. The regular rate shall be 1/8th of the employee's

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daily rate. Payment of a fixed salary to a non-exempt employee shall be deemed to provide compensation only for the employee's regular, non-overtime hours, notwithstanding any private agreement to the contrary. Cal. Lab. Code § 515(d).

49. At all times relevant herein, Plaintiff and Class Members were non-exempt employees and regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek and were entitled to the protections of California Labor Code sections 510 and 1194 and the applicable IWC Wage Order. Defendants failed to compensate Plaintiff and the Class for all overtime hours worked as required under the foregoing provision of the California Labor Code and IWC Wage Order by, among other things: requiring, permitting, or suffering Plaintiff and the Class to work off the clock; requiring, permitting, or suffering Plaintiff and the Class to work through meal periods, while not compensating Plaintiff and the Class for this time and failing to include this time worked in Plaintiff's and the Class's total hours worked.

50. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they worked in excess of eight hours in a workday and/or 40 hours in a workweek, as required by Labor Code sections 510 and 1198.

51. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts that are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

52. Plaintiff and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees, and costs pursuant to Labor Code section 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code and/or other statutes.

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THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

in Violation of Cal. Labor Code §§ 226.7 and 512; IWC Wage Order No. 13-2001, § 11

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

53. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

54. California law requires employers to provide employees with an uninterrupted, duty-free (relieved of all duties) meal period of no less than 30 minutes to commence before the end of a five-hour work period. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours in one day. Cal. Lab. Code sections 226.7 and 512; IWC Wage Orders, section 11; *Brinker Restaurant Corp. v. Superior Ct*. (2012) 53 Cal.4th 1004, 1049. The Wage Order's meal period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period. *Id.* at 1036. An employer must relinquish control over the employee's activities, permit a reasonable opportunity to take an uninterrupted, 30-minute meal period, and not impede or discourage an employee from taking a meal period. *Id*. at 1040. If the employee is not relieved of all duty during a meal period, the meal period shall be considered an "on-duty" meal period and counted as time worked. *Id.* at 1035. "An employer may not undermine a formal policy of providing meal periods by pressuring employees to perform their duties in ways that omit meal periods. *Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–63; *see also Jaimez v. Daiohs USA, Inc*. (2010) 181 Cal.App.4th 1286, 1304–1305 (proof of common scheduling policy that made taking meal periods extremely difficult would show violation); *Dilts v. Penske Logistics, LLC* (S.D. Cal. 2010) 267 F.R.D. 625, 638 (indicating informal anti-meal-period policy "enforced through 'ridicule' or 'reprimand'" would be illegal). "The wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forgo, or otherwise encouraging the skipping of legally protected breaks." *Brinker*, 53 Cal.4th at 1040.

55. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee's regular rate of pay for

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each workday that a legally-required, compliant meal period was not provided. Cal. Lab. Code § 226.7(c). The California Supreme Court held that premium pay for an employee's noncompliant meal period or rest break constitutes "wages," so a failure to pay owed meal period premiums and/or rest break premiums constitutes an employer's failure to pay wages. *Naranjo v Spectrum Security Services, Inc*. (2022) 13 Cal.5th 93.

56. Defendants regularly failed to provide Plaintiff and Class Members timely, full 30-minute meal periods for each five-hour period of work as required under the foregoing provisions of the California Labor Code and IWC Wage Order. For example, Plaintiff was often deprived of any reasonable opportunity to take compliant meal periods because supervisors employed by Defendants regularly interrupted Plaintiff's and Class Members' meal periods with work-related questions, expecting immediate responses. Moreover, Defendants systematically edited Plaintiff's time entries to reflect that timely meal periods were taken rather than reflecting the actual time that those meal periods were taken or the fact that no meal period was taken at all. Defendants failed to compensate Plaintiff and the Class for such noncompliant meal periods entirely or else failed to pay them at the regular rate of pay. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or because Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of Labor Code section 226.7 and the applicable Wage Orders.

57. Under California law, Plaintiff and Class Members are entitled to be paid an additional hour of pay at the regular rate of pay for each workday on which Defendant failed to provide Plaintiff and Class Members with all required meal periods, plus interest thereon.

FOURTH CAUSE OF ACTION

Failure to Authorize and Permit Rest Breaks

in Violation of Cal. Labor Code §§ 226.7, 512, and 1194; IWC Wage Order No. 13-2001, § 12

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

58. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

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59. California Labor Code section 226.7 and section 12 of the applicable Wage Orders require that employers provide employees timely, uninterrupted, full-length, 10-minute rest breaks, free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to authorize and permit an employee to take a compliant rest break, the employer shall pay the employee a rest break premium wage equal to one hour of pay at the employee's regular rate of compensation for each workday that at least one rest break owed was not compliant. Employees are entitled to one 10-minute rest break for shifts from 3–6 hours in length, two 10-minute rest breaks for shifts of over six hours up to 10 hours, three 10-minute rest breaks for shifts over 10 hours up to 14 hours, and so on. *Brinker Restaurant Corp*, 53 Cal.4th at 1029. Furthermore, "Employers must relieve employees of all duties and relinquish control over how employees spend their time during rest breaks. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. This obligation includes allowing employees to leave the premises during their rest breaks and to enjoy that rest break without any expectation that the employee monitor or respond to interruptions or messages.

60. Under California law, Plaintiff and the Class are entitled to be paid premium wages equal to one hour of work at their regular rate of pay for each workday they were entitled to but not provided with a rest break, plus interest thereon.

61. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. Due to the heavy workload, it was frequently impossible for Plaintiff and the Class to take legally compliant rest breaks.

62. By their failure to permit and authorize Plaintiff and the Class to take rest breaks as alleged above (or due to the fact that Defendants made it impossible or impracticable to take uninterrupted rest breaks), Defendants willfully violated the provisions of Labor Code section 226.7 and the applicable Wage Orders.

63. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages, plus interest, for each workday they were not authorized to take a rest break.

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FIFTH CAUSE OF ACTION

Failure to Timely Pay All Wages Owed Every Pay Period During Employment in Violation of Cal. Lab. Code § 204

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

64. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

65. Labor Code section 204 provides that all wages earned by any person in any employment between the first and fifteenth days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and twenty-sixth days, inclusive, of the month during which the labor was performed.

66. Further, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth and last day of the month, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first and tenth days of the following month.

67. Labor Code section 204 provides that all wages earned for labor in excess of the normal work period (e.g., overtime, double-time) shall be paid no later than the payday for the next regular payroll period. Alternatively, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

68. Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all compensation due, in violation of Labor Code section 204.

69. During the relevant time period, Defendants willfully failed to pay Plaintiff and Class Members all wages due including, but not limited to, minimum, straight-time, and overtime,

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and/or meal period and rest break premiums, within the time periods specified by Labor Code section 204.

70. As such, this cause of action is derivative of Plaintiff's and Class Members' claims for (1) unpaid minimum wages/straight-time wages, (2) unpaid overtime wages, (3) unpaid meal period premiums, and (4) unpaid rest break premiums that were owed but not timely paid to Plaintiff and Class Members every pay period during their employment with Defendants.

SIXTH CAUSE OF ACTION

Failure to Timely Pay All Wages Due Upon Separation

in Violation of Cal. Lab. Code §§ 201-203

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

71. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

72. Labor Code sections 201 and 202 provide that if an employer terminates an employee, the employee's wages earned and unpaid at the time of termination are due and payable immediately, whereas if an employee voluntarily resigns from his or her employment without at least 72 hours' notice, the employee's wages earned and unpaid shall become due and payable not later than 72 hours after resigning, but where the employee has given 72 hours prior notice of his or her intention to quit, then the employee is entitled to receive his or her wages on the last day of employment.

73. Within the applicable statute of limitations, Plaintiff and many other Class Members' employment with Defendants ended by termination. Defendants terminated Plaintiff on July 30, 2025, but Defendants did not provide Plaintiff her final paycheck until August 1, 2025, two days later by direct deposit. Therefore, Plaintiff's final wages were not paid timely nor paid in full in light of the accrued unpaid wages. That is, the final paycheck was not adequate to compensate Plaintiff for all past-due meal period and rest break violations and all past-due straight-time and overtime wages for her off-the-clock time worked throughout her employment. As to Plaintiff and other terminated Class Members, Defendants have failed to pay Plaintiff and those

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terminated Class Members all unpaid wages earned through the time of termination immediately when Defendants terminated the employee, as required under Labor Code section 201.

74. Within the applicable statute of limitations, many other Class Members' employment with Defendants ended by voluntary resignation. As to those resigned Class Members, Defendants have also failed to pay those resigned Class Members all unpaid wages earned through their last day of work within 72 hours of resignation without advance notice of at least 72 hours, or, for those who gave advance notice of at least 72 hours, then on their last day of work, as required under Labor Code section 202.

75. Defendants' failure to timely pay all unpaid wages owed at the time of separation to these separated Class Members described in the two preceding paragraphs violated Labor Code sections 201 and 202.

76. Labor Code section 203 provides that if an employer willfully fails to pay all wages owed in accordance with sections 201 and 202, then up to 30 days of the employee's wages at their regular hourly rate of pay shall continue as a penalty wage from the due date through the date Defendants pay the employee's wages or until an action is commenced.

77. Thus, pursuant to Labor Code section 203, separated Class Members are entitled to recover from Defendants waiting time penalties equal to up to 30 days of pay at their regular rates of pay for the period from the date the unpaid wages should have been paid through the date they were paid or the date an action is commenced, up to a maximum of 30 days.

78. Pursuant to Labor Code sections 218.5, 218.6, and 1194, the Class Members who have separated are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

Failure to Furnish Timely, Accurate Wage Statements

in Violation of Cal. Lab. Code §§ 226 and 226.3

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

79. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

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80. At all material times set forth herein, Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

81. Defendants have failed to furnish Plaintiff and the Class accurate, itemized wage statements showing Defendants' correct legal address, the correct premium wages owed for noncompliant meal periods and noncompliant rest breaks for each pay period, the correct number of straight and overtime hours worked each pay period, all wages due for all hours worked, the correct gross and net wages earned each pay period and year to date, among other things.

82. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements compliant with these Labor Code sections, because Defendants adopted and implemented the underlying policies that led to these inaccurate wage statements, and it is not the case that just a single wage statement was inaccurate—the inaccuracies described above persisted from pay period to pay period.

83. As a result of Defendants' violation of Labor Code sections 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

84. Specifically, Plaintiff and the Class were injured by Defendants' intentional violations of California sections 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under Labor Code section 226(a).

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85. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

86. Plaintiff and Class Members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code section 226(a), or an aggregate penalty not to exceed $4,000 per employee.

87. Plaintiff and the Class are also entitled to injunctive relief and an award of attorneys' fees and costs to ensure compliance with this section, pursuant to Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

Failure to Reimburse All Necessary, Business-Related Expenses in Violation of Cal. Lab. Code § 2802

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

88. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

89. Labor Code section 2802(a) requires employers to indemnify and reimburse their employees for all necessary, business-related expenses or losses incurred by employees in direct discharge of employees' duties.

90. Defendant required Plaintiff and Class Members to incur necessary, business-related expenses and losses to carry out Plaintiff's and Class Members' duties. This use was required per Defendants' direction because the supervisors employed by Defendants placed the calls and sent the text messages to Plaintiff's and Class Members' personal cell phones.

91. For example, Plaintiff was required to use her personal cell phone to complete duties necessary for work, such as receiving and responding to calls and text messages from supervisors regarding work-related issues and questions. Defendant failed to provide Plaintiff and Class Members alternatives to Plaintiff's and Class Members' personal cell phones but did require that they be able to communicate via telephone throughout their shifts.

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92. Defendants violated Labor Code section 2802 by failing to indemnify and reimburse Plaintiff and the Class for all necessary, business-related expenses and losses tied to the use of Plaintiff's and Class Members' use of their personal cell phones, those expenses of which were in direct consequence of the discharge of Plaintiff's and Class Members' duties and per Defendants' direction.

93. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid.

94. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b), which provides "interest at the same rate as judgments in civil actions . . . accrue[d] from the date on which the employee incurred the necessary expenditure or loss."

NINTH CAUSE OF ACTION

Failure to Keep and Maintain Required Records

in Violation of Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 13-2001, § 7

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

95. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

96. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ."

97. During the relevant time period, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and Class Members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

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98. Because Defendants violated Labor Code section 1174(d), Plaintiff and Class Members are entitled to recover damages and penalties under Labor Code section 226(e).

99. During the Class Period, as part of Defendants' illegal payroll policies and practices to deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and intentionally failed to maintain records as required under California Labor Code sections 226 and 1174, and section 7 of the applicable IWC Wage Orders, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized wage statements. Namely, Defendants did not ensure that the times recorded by Plaintiff and Class Members' were the actual start and stop times for all work periods to capture the accurate total number of hours worked. Rather, Defendants systematically edited Plaintiff's and Class Members' time entries to reflect compliant meal periods, rather than actual meal period start and stop times. Defendants also failed to establish a mechanism by which Class Members could add or report unrecorded time.

100. Labor Code section 1174.5 provides in pertinent part that "[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 . . . shall be subject to a civil penalty of five hundred dollars ($500)."

101. As a proximate result of Defendants' unlawful acts and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available civil and statutory penalties, an award of costs, expenses, reasonable attorneys' fees set forth in Labor Code section 1174.5 and elsewhere, and all other available remedies.

TENTH CAUSE OF ACTION

Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200, *et seq.*

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

102. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

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Los Angeles, CA 90017

103. Defendants, and each of them, are "persons" as defined under California Business & Professions Code section 17201.

104. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class Members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

105. Defendants' conduct, as alleged herein, constitutes "business acts and practices" that affect Defendants' competitors in violation of California Business & Professions Code sections 17200, *et seq.*

106. Under the unlawful prong, a violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described above in the foregoing causes of action constitute statutory violations and are therefore unlawful.

107. Under the unfair prong, a violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on conduct—a business act—that is injurious to Defendants' competitors and in violation of public policy, because all such conduct is immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent business practices in violation of California Business & Professions Code sections 17200, *et seq.*

108. Under the fraudulent prong, a violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on Defendants' conduct that is likely to deceive the general public and requires that Plaintiff relied on Defendants' misrepresentations to Plaintiff's detriment, regardless of whether those misrepresentations were or were not intentional. Defendants' conduct in issuing Plaintiff's inaccurate wage statements constitutes Defendants' unfair, unlawful, and/or fraudulent business practices in violation of California Business & Professions Code sections 17200, *et seq.*

109. By and through their unfair, unlawful, and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money, and services from Plaintiff and Class

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Los Angeles, CA 90017

Members and have deprived Plaintiff and Class Members of valuable rights and benefits guaranteed by law, all to the detriment of Plaintiff and Class Members.

110. Plaintiff and the Class Members suffered monetary injuries as a direct result of Defendants' wrongful conduct.

111. Plaintiff, individually, and on behalf of the Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property that Defendants have wrongfully withheld or acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful, and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

112. Plaintiff, individually, and on behalf of the Class, is further entitled to, and does, seek declaratory relief via a declaration that Defendants' above-described business practices are unfair, unlawful, and/or fraudulent, and injunctive relief via an injunction restraining Defendants from engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices in the future.

113. Plaintiff, individually, and on behalf of the Class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of Defendants' unfair, unlawful, and/or fraudulent business practices. As a result of the unfair, unlawful, and/or fraudulent business practices, Plaintiff, individually, and on behalf of the Class, has suffered and will continue to suffer irreparable harm unless Defendants are restrained from continuing to engage in said unfair, unlawful, and/or fraudulent business practices.

114. Plaintiff also alleges that, if Defendants are not enjoined from the conduct set forth herein, they will continue to avoid paying the appropriate taxes, insurance, and other withholdings, and instead, enjoy a windfall to the detriment of Plaintiff and the Class.

115. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and the Class are entitled to (1) restitution of the wages Defendants withheld and retained during the period that commences four years prior to the filing of this Complaint; (2) a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members;

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660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

(3) an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and (4) an award of costs.

ELEVENTH CAUSE OF ACTION

For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004 ("PAGA"), §§ 2698; *et seq*., for Violations of California's Labor Code Sections (Brought by Plaintiff on Behalf of Herself and Aggrieved Employees Against All Defendants)

116. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

117. At all relevant times herein, Defendants were subject to the California Labor Code and the applicable Industrial Welfare Commission Wage Order.

118. Plaintiff brings this cause of action, individually, as an Aggrieved Employee, and as a representative on behalf of the State of California and all other current and former Aggrieved Employees pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698, *et seq*.

119. Plaintiff exhausted the administrative prerequisites to bring this action, set forth under Labor Code section 2699.3. On July 24, 2026, Plaintiff submitted written notice—Plaintiff's PAGA Letter—to the California Labor and Workforce Development Agency ("LWDA") by online filing with the required filing fee and to Defendants by certified mail. The PAGA Letter identifies the Labor Codes Defendants allegedly violated and the facts and theories to support those violations. The LWDA assigned this matter Case No. LWDA-CM-1193226-26.

120. The statutory 65-day period for the LWDA to respond has elapsed, and the LWDA did not provide notice of its intent to investigate. As such, Plaintiff has exhausted administrative remedies per Labor Code section 2699.3 and is, therefore, authorized to pursue PAGA penalties.

121. The statute of limitations applicable to the PAGA claims was tolled during the period of administrative exhaustion pursuant to Labor Code section 2699.3(d).

122. The Labor Code violations alleged in this cause of action are the same violations identified in Plaintiff's PAGA Letter to the LWDA and arise from Defendants' uniform policies,

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practices, and course of conduct applicable to Plaintiff and other Aggrieved Employees. Plaintiff seeks to recover civil penalties for all such violations experienced by Plaintiff and other Aggrieved Employees during the PAGA Period.

123. Plaintiff has standing to pursue civil penalties for each of the violations alleged herein because Plaintiff was employed by Defendants during the PAGA Period and personally experienced each Labor Code violation identified in Plaintiff's PAGA Letter. The alleged violations arose from Defendants' uniform policies and practices and affected Plaintiff and other Aggrieved Employees in the same or a similar manner and were not the result of isolated or employee-specific circumstances.

124. Based on the conduct described in this Complaint, Defendants violated the California Labor Code, including but not limited to sections 201, 202, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

125. Defendants' violations were willful, knowing, and systematic and resulted from company-wide policies and practices. Upon information and belief, such violations continued during the PAGA Period and, absent judicial intervention, will continue to occur, thereby exposing Defendants to ongoing civil penalties.

126. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff seeks recovery of civil penalties pursuant to Labor Code section 2699(a), including any applicable statutory penalties, and pursuant to Labor Code section 2699(f) for violations for which no specific civil penalty is provided, together with all other relief available under PAGA.

127. Plaintiff seeks recovery of civil penalties on behalf of the State of California and all Aggrieved Employees, with sixty-five percent (65%) of any civil penalties recovered payable to the LWDA and thirty-five percent (35%) payable to the aggrieved employees, per Labor Code section 2699(m).

128. Plaintiff further seeks reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1), interest as permitted by law, and such other relief as the Court deems just and proper.

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PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated and aggrieved only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

CLASS CERTIFICATION

1. That this action be certified as a class action with respect to all of its causes of action;

2. That Plaintiff be appointed as the representative of the Class; and,

3. That counsel for Plaintiff be appointed as Class Counsel.

AS TO THE FIRST CAUSE OF ACTION

Failure to Pay Minimum Wages (Lab. Code §§ 1182.12, 1194, 1194.2, and 1197)

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages and/or straight-time wages to Plaintiff and Class Members;

2. For general unpaid wages and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

5. For liquidated damages pursuant to California Labor Code section 1194.2; and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198)

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and Class Members;

2. For general unpaid wages at overtime wage rates and such general and special

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660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

damages as may be appropriate;

3. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

5. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE THIRD CAUSE OF ACTION

Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512)

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and Class Members;

2. That the Court make an award to the Plaintiffs and Class Members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

3. For all actual, consequential, and incidental losses and damages, according to proof;

4. For premiums pursuant to California Labor Code section 226.7(c);

5. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE FOURTH CAUSE OF ACTION

Failure to Authorize and Permit Rest Breaks (Lab. Code § 226.7)

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and Class Members to take all rest periods;

2. That the Court make an award to the Plaintiffs and Class Members of one (l) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

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Los Angeles, CA 90017

3. For all actual, consequential, and incidental losses and damages, according to proof;

4. For premiums pursuant to California Labor Code section 226.7(c);

5. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE FIFTH CAUSE OF ACTION

Failure to Timely Pay Wages Owed Every Pay Period During Employment

(Lab. Code § 204)

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and Class Members overtime wages, minimum wages, and/or meal period and rest break premiums owed during their employment;

2. For all actual, consequential and incidental losses and damages, according to proof;

3. For statutory penalties according to proof per California Labor Code section 210;

4. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

5. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SIXTH CAUSE OF ACTION

Failure to Timely Pay Wages Upon Separation of Employment (Lab. Code §§ 201-203)

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay minimum wages and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiffs and other terminated Class Members;

2. For all actual, consequential and incidental losses and damages, according to proof;

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3. For all unpaid wages, overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiffs and other terminated Class Members;

4. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

5. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate;

AS TO THE SEVENTH CAUSE OF ACTION

Failure to Furnish Timely, Accurate, Itemized Wage Statements (Lab. Code § 226)

1. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Class Members, and willfully failed to provide accurate itemized wage statements thereto;

2. For all actual, consequential, and incidental losses and damages, according to proof;

3. For injunctive relief pursuant to California Labor Code section 226(h);

4. For statutory penalties pursuant to California Labor Code section 226(e);

5. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE EIGHTH CAUSE OF ACTION

Failure to Reimburse Employees for Necessary, Business-Related Expenses (Lab. Code § 2802)

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiffs and Class Members;

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2. For unreimbursed necessary, business-related expenses and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

4. For all actual, consequential, and incidental losses and damages, according to proof;

5. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE NINTH CAUSE OF ACTION

Failure to Keep and Maintain Required Records (Lab. Code § 1174)

1. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code sections 1174 and 1198 and the applicable IWC Wage Order as to Plaintiff and Class Members, and willfully failed to provide accurate itemized wage statements thereto;

2. For all available derivative damages (unpaid wages, liquidated damages, waiting time penalties, and an award of costs, expenses, and reasonable attorneys' fees);

3. For all available statutory penalties under Labor Code section 1174.5, equal to $500 per employee; and

4. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE TENTH CAUSE OF ACTION

California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200; *et seq*.)

1. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and Class Members all minimum wages, straight-time wages, and overtime wages due to them; failing to provide Plaintiff and Class Members legally compliant meal periods or else pay premiums in lieu thereof; failing to authorize and permit Plaintiff and Class Members to take legally compliant rest breaks or else pay premiums in lieu thereof; failing to provide Plaintiff and Class Members timely, accurate wage statements; failing to timely pay Plaintiff and Class Members all earned wages owed every pay period during employment; failing to keep and maintain required records of Plaintiff's

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and Class Members' accurate number of hours worked and wages earned; and failing to reimburse Plaintiff and Class Members for all necessary, business-related expenses constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq*.;

2. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

3. For the appointment of a receiver to receive, manage and distribute all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq*.; and

4. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code sections 17200, *et seq.*

AS TO THE ELEVENTH CAUSE OF ACTION

For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004 ("PAGA"), §§ 2698, *et seq*., for Violations of California Labor Code Sections

WHEREFORE, Plaintiff, on behalf of the State of California and all Aggrieved Employees, prays for judgment against Defendants as follows:

1. For civil penalties pursuant to Labor Code section 2699(a), including any applicable statutory civil penalties for violating the California Labor Code sections identified in Plaintiff's PAGA Letter;

2. For default civil penalties pursuant to Labor Code section 2699(f) for Labor Code violations for which no specific civil penalty is provided;

3. For distribution of any civil penalties recovered as follows: sixty-five percent (65%) to the California Labor and Workforce Development Agency and thirty-five percent (35%) to Aggrieved Employees, pursuant to Labor Code section 2699(m);

4. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1);

5. For interest as permitted by law; and

6. For such other and further relief as the Court deems just and proper.

AS TO ALL CAUSES OF ACTION

1. For a trial by jury as to all causes of action triable by jury; and

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2. For such other and further relief as the Court may deem equitable and appropriate.

Dated: September 28, 2026

WILSHIRE LAW FIRM

By: _____
Tyler Woods
Cheryl A. Kenner
Tanner F. Hosfield

Attorneys for Plaintiff ADELAIDA CABALLERO, individually, and on behalf of all others similarly situated and aggrieved

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: September 28, 2026

WILSHIRE LAW FIRM

By: _____
Tyler Woods
Cheryl A. Kenner
Tanner F. Hosfield

Attorneys for Plaintiff ADELAIDA CABALLERO, individually, and on behalf of all others similarly situated and aggrieved

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Los Angeles, CA 90017

PROOF OF SERVICE

Caballero v. Harbinger Group LLC dba Misionero
Monterrey County Superior Court Case No: 26CV004113

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Manuel Martinez, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is manny.martinez@wilshirelawfirm.com.

On **September 29, 2026**, I served the foregoing **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties by following one of the methods of service as follows:

Sat Sang Keeling
skhalsa@grsm.com
Richard Lambert
rdlambert@grsm.com
Ellyn Moscowitz
emoscowitz@grsm.com
Mollie Burks
mburks@grsm.com
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111

Attorneys for Defendant HARBINGER GROUP LLC

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on September 29, 2026, at Los Angeles, California.

Manuel Martinez

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