

Michael A. Sigall (SBN 305849)
michael.sigall@forthepeople.com
MORGAN & MORGAN CALIFORNIA LLP
633 W. 5th Street, Suite 2200
Los Angeles, California 90071
Tel: (213) 757-6003
Fax: (213) 418-3909

Attorneys for Plaintiff, the Putative Class,
and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MICHAEL AVILA, an individual, on behalf of
himself and all others similarly situated, and on
behalf of the State of California and other
aggrieved employees,

Plaintiff,

vs.

RYAN DISTRIBUTORS, INC. dba
FRONTLINE CANDY, a California
Corporation, and DOES 1 to 50, inclusive,

Defendants.

CASE NO.: CIVRS2606712

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES AND
CIVIL PENALTIES**

1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
5. Violation of California Labor Code §§ 201, 202 (Final Wages Not Timely Paid);
6. Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
7. Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);

10. Failure to Produce Wage Statements (Lab. Code §§ 226(b));
11. Violation of California Business & Professions Code § 17200, *et seq.*; and
12. Civil Penalties Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff MICHAEL AVILA ("Plaintiff"), individually, on behalf of other members of the general public similarly situated, and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of San Bernardino. The majority of acts and omissions alleged herein relating to Plaintiff and the Class took place in the State of California, including the County of San Bernardino.

1 5. Plaintiff is, and at all relevant times was, an "aggrieved employee" within the
2 meaning of California Labor Code section 2699(c), in that he was employed by Defendant
3 RYAN DISTRIBUTORS, INC. dba FRONTLINE CANDY in California as an hourly-paid,
4 non-exempt warehouse worker, and personally suffered each of the violations alleged herein
5 during his employment.

6 6. On July 22, 2026, Plaintiff, through counsel, provided written notice by online
7 electronic submission to the Labor and Workforce Development Agency ("LWDA") and by
8 U.S. Certified Mail to Defendant RYAN DISTRIBUTORS, INC. dba FRONTLINE CANDY,
9 of the specific provisions of the California Labor Code alleged to have been violated, together
10 with the facts and theories supporting the alleged violations, in compliance with Labor Code
11 section 2699.3(a)(1).

12 7. More than sixty-five (65) calendar days have passed since the postmark date of
13 Plaintiff's notice, and the LWDA has not provided notice of its intent to investigate the alleged
14 violations within that period. Accordingly, pursuant to Labor Code section 2699.3(a)(2)(A),
15 Plaintiff has exhausted his administrative remedies and may commence this civil action to
16 recover civil penalties under Labor Code section 2699 for the violations described in this First
17 Amended Complaint.

18 8. Plaintiff brings the First through Ninth and Eleventh Causes of Action
19 individually and as a class action on behalf of himself and certain current and former employees
20 of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," and
21 defined more fully below). The Class consists of Plaintiff and all other persons who have been
22 employed by any Defendant in California as an hourly-paid or non-exempt employee during the
23 statute of limitations period applicable to the claims pleaded here. Plaintiff brings the Tenth
24 Cause of Action, for failure to produce his wage statements, solely in his individual capacity.

25 9. Plaintiff brings the Twelfth Cause of Action as a representative action under the
26 California Private Attorneys General Act ("PAGA"), Labor Code section 2698, et seq., to
27 recover civil penalties that are owed to him, the State of California, and all current and former
28 non-exempt employees employed by Defendants in the State of California at any time from July

22, 2025 through the resolution of this action, against whom a violation of a provision alleged herein was committed (hereinafter referred to as the "Aggrieved Employees").

PARTIES

10. Plaintiff MICHAEL AVILA is an individual residing in the State of California, County of San Bernardino.

11. Defendant RYAN DISTRIBUTORS, INC. dba FRONTLINE CANDY, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

12. Defendant RYAN DISTRIBUTORS, INC. dba FRONTLINE CANDY, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

13. At all relevant times, Defendant RYAN DISTRIBUTORS, INC. dba FRONTLINE CANDY, was the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

14. At all times herein relevant, Defendants RYAN DISTRIBUTORS, INC. dba FRONTLINE CANDY, and DOES 1 to 50, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators, and/or assigns each of the other, and at all times relevant hereto, were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of each defendant designated as a DOE herein.

15. The true names and capacities, whether corporate, associate, individual, or otherwise, of defendants DOES 1 to 50, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based thereon, alleges that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint and unlawfully caused the injuries and damages to

1 Plaintiff, the Class, and the Aggrieved Employees as alleged in this Complaint. Plaintiff will
2 seek leave of court to amend this Complaint to show the true names and capacities when the
3 same have been ascertained.

4 16. Defendants RYAN DISTRIBUTORS, INC. dba FRONTLINE CANDY and
5 DOES 1 to 50 will hereinafter collectively be referred to as “Defendants.”

6 17. Plaintiff further alleges that Defendants directly or indirectly controlled or
7 affected the working conditions, wages, working hours, and conditions of employment of
8 Plaintiff and the Class so as to make each of said Defendants’ employers liable under the
9 statutory provisions set forth herein.

10 **CLASS ACTION ALLEGATIONS**

11 18. Plaintiff brings this action on his own behalf and on behalf of all other members
12 of the general public similarly situated and, thus, seeks class certification under California Code
13 of Civil Procedure section 382.

14 19. The proposed class is defined as follows:

15 **Class:** All current and former hourly-paid or non-exempt employees who worked
16 for any of the Defendants within the State of California at any time during the
17 period from four years preceding the filing of the original Complaint in this
18 action to final judgment.

19 20. Plaintiff reserves the right to establish additional subclasses as appropriate.

20 21. The class is ascertainable, and there is a well-defined community of interest in the
21 litigation:

22 a. Numerosity: The class members are so numerous that joinder of all class
23 members is impracticable. The membership of the entire class is unknown
24 to Plaintiff at this time; however, the class is estimated to be greater than
25 fifty (50) individuals, and the identity of such membership is readily
26 ascertainable by inspection of Defendants’ employment records.

27 b. Typicality: Plaintiff’s claims are typical of all Class Members’ as
28 demonstrated herein. Plaintiff will fairly and adequately protect the

interests of the Class with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the Class. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency 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 this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

22. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed

- altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the Class to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the Class;
- d. Whether Defendants deprived Plaintiff and the Class of meal and/or rest periods or required Plaintiff and the Class to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the Class for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the Class within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the Class during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code, including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the Class for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the Class are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the Aggrieved Employees as hourly-paid or non-exempt employees within the State of California, including the County of San Bernardino.

24. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from approximately May 1, 2026 through May 31, 2026 in the State of California, County of San Bernardino.

25. Defendants hired Plaintiff, the Class, and the Aggrieved Employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiff, the Class, and the Aggrieved Employees, to set work rules and conditions governing Plaintiff's, the Class', and the Aggrieved Employees' employment, and to supervise their daily employment activities.

27. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's, the Class Members', and the Aggrieved Employees' employment for them to be joint employers of Plaintiff, the Class, and the Aggrieved Employees.

28. Defendants directly hired and paid wages and benefits to Plaintiff, the Class, and the Aggrieved Employees.

29. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

30. Plaintiff, the Class, and the Aggrieved Employees worked over eight (8) hours in a day and/or forty (40) hours in a week during their employment with Defendants.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
2 entitled to receive certain wages for overtime compensation and that they were not receiving
3 accurate overtime compensation for all overtime hours worked.

4 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 failed to provide Plaintiff, the Class, and the Aggrieved Employees all required rest and meal
6 periods during the relevant time period as required under the Industrial Welfare Commission
7 (“IWC”) Wage Orders, and, thus, they are entitled to any and all applicable penalties.

8 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
10 entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's, the
11 Class Members', and the Aggrieved Employees' regular rate of pay when a meal period was
12 missed, and they did not receive all meal periods or payment of one additional hour of pay at
13 Plaintiff's, the Class Members', and the Aggrieved Employees' regular rate of pay when a meal
14 period was missed.

15 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
17 entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's, the
18 Class Members', and the Aggrieved Employees' regular rate of pay when a rest period was
19 missed, and they did not receive all rest periods or payment of one additional hour of pay at
20 Plaintiff's, the Class Members', and the Aggrieved Employees' regular rate of pay when a rest
21 period was missed.

22 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
24 entitled to receive at least minimum wages for compensation and that they were not receiving at
25 least minimum wages for all hours worked.

26 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 rounded the work time recorded by Plaintiff, the Class, and the Aggrieved Employees in a
28 manner that was not fair and neutral on its face and/or that favored Defendants over time,

1 resulting in Plaintiff, the Class, and the Aggrieved Employees being underpaid for their time
2 worked.

3 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
5 entitled to receive all wages owed to them upon discharge or resignation, including overtime
6 and minimum wages and meal and rest period premiums, and they did not receive all such
7 wages owed to them at the time of their discharge or resignation.

8 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
10 entitled to receive all wages owed to them during their employment. Plaintiff, the Class, and the
11 Aggrieved Employees did not receive payment of all wages, including overtime and minimum
12 wages and meal and rest period premiums, within any time permissible under California Labor
13 Code section 204.

14 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
16 entitled to receive complete and accurate wage statements in accordance with California law,
17 but they did not receive complete and accurate wage statements from Defendants. The
18 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
19 Plaintiff, the Class, and the Aggrieved Employees and the complete and accurate name of the
20 legal entity that was the employer.

21 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Defendants had to keep complete and accurate payroll records
23 for Plaintiff, the Class, and the Aggrieved Employees in accordance with California law, but
24 they did not keep complete and accurate payroll records.

25 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
27 entitled to reimbursement for necessary business-related expenses.

28 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that they had a duty to compensate Plaintiff, the Class, and the
2 Aggrieved Employees pursuant to California law, and that Defendants had the financial ability
3 to pay such compensation, but willfully, knowingly, and intentionally failed to do so and falsely
4 represented to Plaintiff, the Class, and the Aggrieved Employees that they were properly denied
5 wages, all in order to increase Defendants' profits.

6 44. During the relevant time period, Defendants failed to pay overtime wages to
7 Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked. Plaintiff, the
8 Class, and the Aggrieved Employees were required to work more than eight (8) hours per day
9 and/or forty (40) hours per week without overtime compensation for all overtime hours worked.

10 45. During the relevant time period, Defendants failed to provide all requisite
11 uninterrupted meal and rest periods to Plaintiff, the Class, and the Aggrieved Employees.

12 46. During the relevant time period, Defendants failed to pay Plaintiff, the Class, and
13 the Aggrieved Employees at least minimum wages for all hours worked.

14 47. During the relevant time period, Defendants rounded the work time recorded by
15 Plaintiff, the Class, and the Aggrieved Employees in a manner that was not fair and neutral on
16 its face and/or that favored Defendants over time, resulting in Plaintiff, the Class, and the
17 Aggrieved Employees being underpaid for their time worked.

18 48. During the relevant time period, Defendants failed to pay Plaintiff, the Class, and
19 the Aggrieved Employees all wages owed to them upon discharge or resignation.

20 49. During the relevant time period, Defendants failed to pay Plaintiff, the Class, and
21 the Aggrieved Employees all wages within any time permissible under California law,
22 including, *inter alia*, California Labor Code section 204.

23 50. During the relevant time period, Defendants failed to provide complete or
24 accurate wage statements to Plaintiff, the Class, and the Aggrieved Employees.

25 51. During the relevant time period, Defendants failed to keep complete or accurate
26 payroll records for Plaintiff, the Class, and the Aggrieved Employees.

27 52. During the relevant time period, Defendants failed to reimburse Plaintiff, the
28 Class, and the Aggrieved Employees for all necessary business-related expenses and costs. This

1 included, but not limited to Defendants requirement for Plaintiff, the Class, and the Aggrieved
2 Employees to use their personal cell phone for work purposes without reimbursement.

3 53. During the relevant time period, Defendants failed to properly compensate
4 Plaintiff, the Class, and the Aggrieved Employees pursuant to California law in order to
5 increase Defendants' profits.

6 54. California Labor Code section 218 states that nothing in Article 1 of the Labor
7 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
8 to him [or her] under this article."

9 55. Plaintiff's counsel of record sent Defendants a request for Plaintiff's employment
10 records, including his wage statements, payroll records, personnel file, and all documents signed
11 by her relating to his employment, via U.S. Certified Mail, dated June 10, 2026. Defendants
12 failed to produce Plaintiff's wage statements.

13 **FIRST CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 510 and 1198**

15 **(Against All Defendants)**

16 56. Plaintiff incorporates by reference the allegations contained in the preceding
17 paragraph, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 57. California Labor Code section 1198 and the applicable IWC Wage Order provide
20 that it is unlawful to employ persons without compensating them at a rate of pay either one-and-
21 one-half times (1.5x) or two times (2x) that person's regular rate of pay, depending on the
22 number of hours worked by the person on a daily or weekly basis.

23 58. Specifically, the applicable IWC Wage Order provides that Defendants are and
24 were required to pay Plaintiff and the Class who worked more than eight (8) hours in a day or
25 forty (40) hours in a workweek at the rate of one-and-one-half times (1.5x) all hours worked in
26 excess of eight (8) hours in a day or forty (40) hours in a workweek.

27 59. The applicable IWC Wage Order further provides that Defendants are and were
28 required to pay Plaintiff and the Class overtime compensation at a rate of two times (2x) their

1 regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

2 60. California Labor Code section 510 codifies the right to overtime compensation at
3 one-and-one-half times (1.5x) the regular hourly rate for hours worked in excess of eight (8)
4 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
5 day of work, and to overtime compensation at twice the regular hourly rate for hours worked in
6 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
7 of work.

8 61. During the relevant time period, Plaintiff and the Class worked in excess of eight
9 (8) hours in a day and/or forty (40) hours in a week.

10 62. During the relevant time period, Defendants intentionally and willfully failed to
11 pay overtime wages owed to Plaintiff and the Class.

12 63. Defendants' failure to pay Plaintiff and the Class the unpaid balance of overtime
13 compensation, as required by California laws, violates the provisions of California Labor Code
14 sections 510 and 1198.

15 64. Pursuant to California Labor Code section 1194, Plaintiff and the Class are
16 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

17 **SECOND CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 226.7 and 512(a)**

19 **(Against All Defendants)**

20 65. Plaintiff incorporates by reference the allegations contained in the preceding
21 paragraph and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 66. At all relevant times, the IWC Wage Order and California Labor Code sections
24 226.7 and 512(a) were applicable to Plaintiff's and the Class Members' employment by
25 Defendants.

26 67. At all relevant times, California Labor Code section 226.7 provides that no
27 employer shall require an employee to work during any meal or rest period mandated by the
28 applicable IWC Wage Order.

68. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

69. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause, or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee, only if the first meal period was not waived.

70. During the relevant time period, Plaintiff and the Class, who were scheduled to work no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for more than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

71. During the relevant time period, Plaintiff and the Class, who were scheduled to work in excess of six (6) hours, were required to work more than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

72. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the Class to work during meal periods and failed to compensate them the full meal period premium for work performed during meal periods.

73. During the relevant time period, Defendants failed to pay Plaintiff and the Class the full meal period premium due pursuant to California Labor Code section 226.7.

74. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

75. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the Class are entitled to recover from Defendants one additional hour of

1 pay at the employees' regular rate of compensation for each work day that a meal or rest period
2 is not provided.

3 **THIRD CAUSE OF ACTION**

4 **Violation of California Labor Code § 226.7**

5 **(Against All Defendants)**

6 76. Plaintiff incorporates by reference the allegations contained in the preceding
7 paragraph, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 77. At all times herein set forth, the applicable IWC Wage Order and California
10 Labor Code section 226.7 were applicable to Plaintiff's and the Class Members' employment by
11 Defendants.

12 78. At all relevant times, California Labor Code section 226.7 provides that no
13 employer shall require an employee to work during any rest period mandated by the applicable
14 IWC Wage Order.

15 79. At all relevant times, the applicable IWC Wage Order provides that "[e]very
16 employer shall authorize and permit all employees to take rest periods, which insofar as
17 practicable, shall be in the middle of each work period" and that the "rest period time shall be
18 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
19 hours worked, or major fraction thereof," unless the total daily work time is less than three and
20 one-half (3 ½) hours.

21 80. During the relevant time period, Defendants required Plaintiff and Class to work
22 four (4) or more hours without authorizing or permitting a ten (10) minute net rest period per
23 each four (4) hour period worked.

24 81. During the relevant time period, Defendants willfully required Plaintiff and the
25 Class to work during rest periods and failed to pay Plaintiff and the Class the full rest period
26 premium for work performed during rest periods.

27 82. During the relevant time period, Defendants failed to pay Plaintiff and the Class
28 the full rest period premium due pursuant to California Labor Code section 226.7.

83. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

84. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the Class are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that a rest period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 1194, 1197, and 1197.1

(Against All Defendants)

85. Plaintiff incorporates by reference the allegations contained in the preceding paragraph, and each and every part thereof with the same force and effect as though fully set forth herein.

86. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that employees must be paid at least minimum wage, and any lesser payment than the fixed minimum is unlawful.

87. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the Class as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

88. Defendants' failure to pay Plaintiff and the Class the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the Class are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

89. Pursuant to California Labor Code section 1197.1, Plaintiff and the Class are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages and \$250.00 for each subsequent failure to pay each employee minimum wages.

90. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are

entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202

(Against All Defendants)

91. Plaintiff incorporates by reference the allegations contained in the preceding paragraph, and each and every part thereof with the same force and effect as though fully set forth herein.

92. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

93. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the Class who are no longer employed by Defendants their earned and unpaid wages within seventy-two (72) hours of their leaving Defendants' employ.

94. Defendants' failure to pay Plaintiff and the Class their earned and unpaid wages within seventy-two (72) hours of their leaving Defendants' employ is in violation of California Labor Code sections 201 and 202.

95. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than thirty (30) days.

96. Plaintiff and the Class are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION**Violation of California Labor Code § 204****(Against All Defendants)**

97. Plaintiff incorporates by reference the allegations contained in the preceding paragraph, and each and every part thereof with the same force and effect as though fully set forth herein.

98. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the first and fifteenth day, 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 day of the month during which the labor was performed.

99. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth and the last day, inclusive of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first and tenth day of the following month.

100. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

101. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the Class all wages due to them within any time period permissible under California Labor Code section 204.

102. Plaintiff and the Class are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION**Violation of California Labor Code § 226(a)****(Against All Defendants)**

103. Plaintiff incorporates by reference the allegations contained in the preceding paragraph, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 104. At all material times set forth herein, California Labor Code section
3 226(a) provides that every employer shall furnish each of his or her employees an accurate
4 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
5 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
6 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
7 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
8 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
9 employee and his or her social security number, (8) the name and address of the legal entity that
10 is the employer, and (9) all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate by the employee. The deductions
12 made from payments of wages shall be recorded in ink or other indelible form, properly dated
13 with the month, day, and year, and a copy of the statement or a record of the deductions shall be
14 kept on file by the employer for at least three years at the place of employment or at a central
15 location within the State of California.

16 105. Defendants have intentionally and willfully failed to provide Plaintiff and the
17 Class with complete and accurate wage statements.

18 106. As a result of Defendants' violation of California Labor Code section 226(a),
19 Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

20 107. More specifically, Plaintiff and the Class have been injured by Defendants'
21 intentional and willful violation of California Labor Code section 226(a) because they were
22 denied both their legal right to receive, and their protected interest in receiving, accurate and
23 itemized wage statements pursuant to California Labor Code section 226(a).

24 108. Plaintiff and the Class are entitled to recover from Defendants the greater of their
25 actual damages caused by Defendants' failure to comply with California Labor Code section
26 226(a) or an aggregate penalty not exceeding \$4,000 per employee.

27 109. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
28 with this section pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 1174(d)

(Against All Defendants)

110. Plaintiff incorporates by reference the allegations contained in the preceding paragraph, and each and every part thereof with the same force and effect as though fully set forth herein.

111. Pursuant to California Labor Code section 1174(d), an employer shall 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. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

112. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiff and the Class.

113. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

114. More specifically, Plaintiff and the Class have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest in having available, accurate, and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against All Defendants)

115. Plaintiff incorporates by reference the allegations contained in the preceding paragraph, and each and every part thereof with the same force and effect as though fully set forth herein.

116. Pursuant to California Labor Code sections 2800 and 2802, an employer must

1 reimburse its employee for all necessary expenditures incurred by the employee in direct
2 consequence of the discharge of his or her job duties or in direct consequence of his or her
3 obedience to the directions of the employer.

4 117. Plaintiff and the Class incurred necessary business-related expenses and costs
5 that were not fully reimbursed by Defendants. These included but were not limited to the use of
6 personal cell phones for work purposes.

7 118. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
8 Class for all necessary business-related expenses and costs.

9 119. Plaintiff and the Class are entitled to recover from Defendants their business-
10 related expenses and costs incurred during the course and scope of their employment, plus
11 interest accrued from the date on which the employee incurred the necessary expenditures at the
12 same rate as judgments in civil actions in the State of California.

13 **TENTH CAUSE OF ACTION**

14 **Failure to Produce Plaintiff's Wage Statements**

15 **(Plaintiff's Individual Claim Against All Defendants)**

16 120. Plaintiff incorporates by reference the allegations contained in the preceding
17 paragraph, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 121. Labor Code §§ 226, subdivision (c), and 432 likewise require an employer to
20 produce an employee's wage statements and any instrument signed by the employee relating to
21 her employment, respectively, within the time periods specified by statute. An employer's
22 failure to produce these records is punishable by a fine of \$750.00 under Labor Code § 226, in
23 addition to attorneys' fees and costs.

24 122. Plaintiff's counsel of record sent Defendants a request for Plaintiff's employment
25 records, including her wage statements, payroll records, personnel file, and all documents
26 signed by her relating to his employment, via U.S. Certified Mail, dated June 10, 2026.

27 123. More than twenty-one days have elapsed since Plaintiff's June 10, 2026 written
28 request for his wage statements, and, upon information and belief, Defendants have failed and

1 refused to produce these records.

2 124. As a proximate result of Defendants' failure to comply with Plaintiff's record
3 request, Plaintiff is entitled to recover statutory penalties pursuant to Labor Code § 226,
4 subdivision (f), together with attorneys' fees and costs, and an order compelling Defendants to
5 produce the requested records.

6 **ELEVENTH CAUSE OF ACTION**

7 **Violation of California Business & Professions Code § 17200, *et seq.***

8 **(Against All Defendants)**

9 125. Plaintiff incorporates by reference the allegations contained in all preceding
10 paragraphs, and each and every part thereof with the same force and effect as though fully set
11 forth herein. Defendants' conduct, as alleged herein, has been and continues to be unfair,
12 unlawful, and harmful to Plaintiff, the Class, the general public, and Defendants' competitors.
13 Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the
14 meaning of Code of Civil Procedure section 1021.5. Defendants' activities, as alleged herein, are
15 violations of California law and constitute unlawful business acts and practices in violation of
16 California Business & Professions Code section 17200, *et seq.* A violation of California
17 Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any
18 state or federal law.

19 126. In this instant case, Defendants' policies and practices of requiring employees,
20 including Plaintiff and the Class, to work overtime without paying them proper compensation
21 violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and
22 practices of requiring employees, including Plaintiff and the Class, to work through their meal
23 and rest periods without paying them proper compensation violate California Labor Code
24 sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages
25 violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies
26 and practices of failing to timely pay wages to Plaintiff and the Class violate California Labor
27 Code sections 201, 202, and 204. Defendants also violated California Labor Code sections
28 226(a), 1174(d), 2800, and 2802.

127. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

128. Plaintiff and the Class have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

129. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of the original Complaint in this action, an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws, and an award of costs.

TWELFTH CAUSE OF ACTION

Civil Penalties Under the Private Attorneys General Act

(Against All Defendants)

130. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

131. California Labor Code section 2699(a) provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed, pursuant to the procedures specified in Labor Code section 2699.3.

132. Plaintiff is, and at all relevant times was, an "aggrieved employee" within the meaning of Labor Code section 2699(c)(1), in that he was employed by Defendant RYAN DISTRIBUTORS, INC. dba FRONTLINE CANDY and personally suffered each of the violations alleged herein during the period prescribed under Code of Civil Procedure section 340.

133. On July 22, 2026, Plaintiff, through counsel, gave written notice by online filing

1 with the LWDA and by U.S. Certified Mail to Defendant RYAN DISTRIBUTORS, INC. dba
2 FRONTLINE CANDY of the specific provisions of the Labor Code alleged to have been
3 violated, including the facts and theories supporting the alleged violations, in compliance with
4 Labor Code section 2699.3, subdivisions (a)(1) and (c)(1).

5 134. More than sixty-five (65) calendar days have passed since the postmark date of
6 Plaintiff's notice, and the LWDA has not provided notice of its intent to investigate the alleged
7 violations within that period. [Confirm before filing that no LWDA notice and no employer cure
8 proposal has been received.] Plaintiff has therefore exhausted his administrative remedies and
9 may commence this civil action to recover civil penalties under Labor Code section 2699,
10 pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A) and (c)(1)(D).

11 **Failure to Pay All Wages Owed, Including Minimum Wages, Straight Time Wages, and**
12 **Overtime**

13 135. Defendants regularly required Plaintiff and the Aggrieved Employees to perform
14 work off the clock without compensation and failed to accurately record all time actually
15 worked. As a result, Defendants failed to pay Plaintiff and the Aggrieved Employees for all time
16 worked at the correct rates of pay, including minimum wages, straight time wages, and overtime
17 compensation, in violation of California Labor Code sections 204, 510, 1194, 1197, 1197.1, and
18 1198 and the applicable IWC Wage Order.

19 **Failure to Provide Meal Periods**

20 136. Defendants failed to provide Plaintiff and the Aggrieved Employees with legally
21 compliant meal periods, including by requiring them to work more than five (5) hours without
22 an uninterrupted thirty (30) minute meal period, by failing to provide a second meal period
23 when they worked more than ten (10) hours, by requiring them to take meal periods late, and by
24 requiring them to work through or cutting short their meal periods, and failed to pay meal period
25 premiums, as alleged above, in violation of California Labor Code sections 226.7, 512(a), and
26 1198 and the applicable IWC Wage Order.

27 **Failure to Provide Rest Periods**

28 137. Defendants failed to authorize and permit Plaintiff and the Aggrieved Employees

1 to take legally compliant, uninterrupted, duty-free rest periods, required them to work through
2 their rest periods, and failed to pay rest period premiums, as alleged above, in violation of
3 California Labor Code sections 226.7 and 1198 and the applicable IWC Wage Order.

4 **Failure to Timely Pay Wages During Employment**

5 138. Defendants willfully and intentionally failed to timely pay all wages due to
6 Plaintiff and the Aggrieved Employees during their employment, including overtime
7 compensation, straight time wages, minimum wages, and meal and rest period premiums, as
8 alleged above, in violation of California Labor Code section 204.

9 **Failure to Provide Accurate Itemized Wage Statements**

10 139. Defendants knowingly and intentionally failed to provide Plaintiff and the
11 Aggrieved Employees with accurate itemized wage statements. The wage statements failed to
12 include the actual hours worked (including time spent working off the clock), the actual gross
13 wages earned (including wages owed for off-the-clock work and meal and rest period
14 premiums), and the correct rates of pay, in violation of California Labor Code section 226(a).

15 **Failure to Keep Requisite Payroll Records**

16 140. Defendants failed to keep complete and accurate payroll records for Plaintiff and
17 the Aggrieved Employees, including records of their work periods, meal periods, total daily
18 hours worked, and total hours worked per payroll period, as alleged above, in violation of
19 California Labor Code section 1174(d) and the applicable IWC Wage Order.

20 **Failure to Timely Pay Wages Upon Termination**

21 141. Defendants failed to timely pay all wages due to Plaintiff and the Aggrieved
22 Employees whose employment has ended, including wages for off-the-clock work, overtime
23 compensation, minimum wages, and meal and rest period premiums, as alleged above, in
24 violation of California Labor Code sections 201 and 202.

25 **Civil Penalties and Other Relief**

26 142. Plaintiff, individually and on behalf of the State of California and the Aggrieved
27 Employees, is entitled to recover civil penalties pursuant to California Labor Code section
28 2699(a) and (f), including but not limited to penalties under Labor Code sections 210, 226.3,

558, 1174.5, and 1197.1, and any other applicable Labor Code penalty provisions, for each of the violations described above, in an amount to be shown according to proof at trial.

143. Defendants' conduct giving rise to the violations described above was malicious, fraudulent, and/or oppressive. To the extent applicable, Plaintiff therefore seeks civil penalties of two hundred dollars (\$200) for each aggrieved employee per pay period pursuant to California Labor Code section 2699(f)(2)(B)(ii).

144. Plaintiff, individually and on behalf of the Aggrieved Employees, is also entitled to injunctive relief pursuant to California Labor Code section 2699(k)(1) enjoining Defendants from continuing the violations described above.

145. Pursuant to California Labor Code section 2699(m), any civil penalties recovered in this action shall be distributed as follows: sixty-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities, and thirty-five percent (35%) to the Aggrieved Employees.

146. Pursuant to California Labor Code section 2699(k)(1), Plaintiff, as a prevailing employee, is entitled to an award of reasonable attorney's fees and costs, including the filing fee paid pursuant to Labor Code section 2699.3.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, on behalf of other members of the general public similarly situated, and on behalf of the State of California and the Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most

current/last known contact information (address, e-mail, and telephone numbers) of all class members.

As to the First Cause of Action

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

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

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

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;

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

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

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

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

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

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

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

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the Class no longer employed by Defendants;

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

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the Class who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

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

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

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

40. For actual, consequential, and incidental losses and damages, according to proof.

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

42. For injunctive relief to ensure compliance with this section pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the Class as required by California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

50. For reasonable attorneys' fees and costs of suit incurred herein; and

51. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

52. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 226 by failing to produce Plaintiff's wage statements upon request;

53. For statutory penalties due to Defendants failure to produce Plaintiff's wage statements, and for an order compelling Defendants to produce the requested records;

54. For reasonable attorneys' fees and costs pursuant to Government Code section 12965, subdivision (b), Labor Code sections 1194, subdivision (a), 226, subdivision (e), and any other applicable provision of law; and

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

As to the Eleventh Cause of Action

56. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code section 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to timely pay Plaintiff's and the Class Members' wages, failing to provide Plaintiff and Class with complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse Plaintiff and the Class for necessary business-related expenses and costs.

57. For restitution of unpaid wages to Plaintiff and all the Class and all pre-judgment interest from the day such amounts were due and payable;

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

59. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

60. For injunctive relief to ensure compliance with this section pursuant to California Business and Professions Code section 17200, *et seq.*; and

61. For such other and further relief as the Court may deem just and proper.

As to the Twelfth Cause of Action

62. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay overtime wages, minimum wages, and straight time wages, failing to provide meal periods and pay meal period premiums, failing to authorize and permit rest periods and pay rest period premiums, failing to timely pay wages during employment, failing to timely pay wages upon termination, failing to furnish accurate itemized wage statements, and failing to keep requisite payroll records, as to Plaintiff and the Aggrieved Employees;

63. For civil penalties pursuant to California Labor Code section 2699(a) and (f), including the enhanced penalty under section 2699(f)(2)(B)(ii), and all other applicable Labor Code penalty provisions, according to proof;

64. For injunctive relief pursuant to California Labor Code section 2699(k)(1);

65. For the statutory distribution of any civil penalties recovered, with sixty-five percent (65%) payable to the LWDA and thirty-five percent (35%) payable to the Aggrieved Employees, pursuant to California Labor Code section 2699(m);

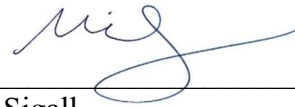
66. For reasonable attorney's fees and costs of suit, including the filing fee paid pursuant to Labor Code section 2699.3, pursuant to California Labor Code section 2699(k)(1); and

67. For such other and further relief as the Court may deem just and proper.

Dated: September 28, 2026

MORGAN & MORGAN CALIFORNIA LLP

By:



Michael A. Sigall
Attorneys for Plaintiff, the Putative Class,
and Aggrieved Employees